

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO.			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>		
6. ISSUED BY			CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE		
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>						(X)		9A. AMENDMENT OF SOLICIATION NO.	
								9B. DATED <i>(SEE ITEM 11)</i>	
								10A. MODIFICATION OF CONTRACT/ORDER NO.	
								10B. DATED <i>(SEE ITEM 11)</i>	
CODE			FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO PROPOSAL RECEIPT DATE

1. Standard Form 1442, First Page, Item No. 13.A.- Reinstate the Receipt of Proposal date and time to read: "4:00 PM local time, May 2, 2002."

CHANGES TO THE SPECIFICATIONS

2. Replace the following sections with the accompanying new sections of the same number and title, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002:"

Section No.	Title
00010	BIDDING SCHEDULE
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
00210	PROPOSAL SUBMISSION REQUIREMENTS
00800	SPECIAL CONTRACT REQUIREMENTS

3. Add the accompanying new SECTION 00220 – SAMPLE TASK ORDER, bearing the notation "ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002," and add to the Table of Contents.
4. Sample Project.- The specifications and drawings for the sample task order project are separate documents accompanying this amendment. The specifications bear the notation "ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002."

END OF AMENDMENT

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002
SWD-WIDE MULTIPLE AWARD TASK ORDER CONTRACTS (MATOCs)

BIDDING SCHEDULE
To be attached to SF1442

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
BASE PERIOD					
<u>PROFESSIONAL CATEGORIES:</u>					
*****	PROVIDE SERVICES FOR SUPPORT OF MATOCs	*****	*****	*****	*****
0001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	7,000	HR	_____ . ____	_____ . ____
0002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	5,000	HR	_____ . ____	_____ . ____
0003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	3,500	HR	_____ . ____	_____ . ____
0004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	1,500	HR	_____ . ____	_____ . ____
0005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ . ____	
0006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0008	WORKPLAN (FIRM-FIXED PRICE: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0009	INITIAL BONDING				
AM#	PERFORMANCE BONDS - \$1,000,000.00				
0005	PAYMENT BONDS - \$1,000,000.00	1	LS	_____ . ____	_____ . ____
0010	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	10,000	1K	_____ . ____	_____ . ____
0011	DOWNTIME	500	UH	_____ . ____	_____ . ____

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<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
OPTION PERIOD I					
<u>PROFESSIONAL CATEGORIES:</u>					
*****	PROVIDE SERVICES FOR SUPPORT OF MATOCs	*****	*****	*****	*****
0101	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	7,000	HR	_____ . ____	_____ . ____
0102	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	5,000	HR	_____ . ____	_____ . ____
0103	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	3,500	HR	_____ . ____	_____ . ____
0104	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	1,500	HR	_____ . ____	_____ . ____
0105	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ . ____	
0106	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0107	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0108	WORKPLAN (FIRM-FIXED PRICE: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0109	DELETED – AM#0005				
0110	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	10,000	1K	_____ . ____	_____ . ____
0111	DOWNTIME	500	UH	_____ . ____	_____ . ____

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<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
OPTION PERIOD II					
<u>PROFESSIONAL CATEGORIES:</u>					
*****	PROVIDE SERVICES FOR SUPPORT OF MATOCs	*****	*****	*****	*****
0201	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	7,000	HR	_____ . ____	_____ . ____
0202	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	5,000	HR	_____ . ____	_____ . ____
0203	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	3,500	HR	_____ . ____	_____ . ____
0204	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	1,500	HR	_____ . ____	_____ . ____
0205	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ . ____	
0206	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0207	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0208	WORKPLAN (FIRM-FIXED PRICE: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0209	DELETED – AM#0005				
0210	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	10,000	1K	_____ . ____	_____ . ____
0211	DOWNTIME	500	UH	_____ . ____	_____ . ____

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002
SWD-WIDE MULTIPLE AWARD TASK ORDER CONTRACTS (MATOCs)

BIDDING SCHEDULE
To be attached to SF1442

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
OPTION PERIOD III					
<u>PROFESSIONAL CATEGORIES:</u>					
*****	PROVIDE SERVICES FOR SUPPORT OF MATOCs	*****	*****	*****	*****
0301	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	7,000	HR	_____ . ____	_____ . ____
0302	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	5,000	HR	_____ . ____	_____ . ____
0303	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	3,500	HR	_____ . ____	_____ . ____
0304	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	1,500	HR	_____ . ____	_____ . ____
0305	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ . ____	
0306	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0307	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0308	WORKPLAN (FIRM-FIXED PRICE: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0309	DELETED – AM#0005				
0310	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	10,000	1K	_____ . ____	_____ . ____
0311	DOWNTIME	500	UH	_____ . ____	_____ . ____

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002
SWD-WIDE MULTIPLE AWARD TASK ORDER CONTRACTS (MATOCs)

BIDDING SCHEDULE
To be attached to SF1442

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
OPTION PERIOD IV					
<u>PROFESSIONAL CATEGORIES:</u>					
*****	PROVIDE SERVICES FOR SUPPORT OF MATOCs	*****	*****	*****	*****
0401	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	7,000	HR	_____ . ____	_____ . ____
0402	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	5,000	HR	_____ . ____	_____ . ____
0403	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	3,500	HR	_____ . ____	_____ . ____
0404	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	1,500	HR	_____ . ____	_____ . ____
0405	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR	_____ . ____	
0406	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0407	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0408	WORKPLAN (FIRM-FIXED PRICE: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0409	DELETED – AM#0005				
0410	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	10,000	1K	_____ . ____	_____ . ____
0411	DOWNTIME	500	UH	_____ . ____	_____ . ____

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002

NOTES:

1. Contract(s) awarded pursuant to this request for proposal (RFP) are hybrid contract(s). The intent will be to award four (4) Multiple Award Task Order Contracts (MATOC) type contracts for construction and services. All work will be awarded on a firm-fixed price basis.
2. The labor categories rates reflected in the bid schedule are the prime contractor's rates to be used in preparing proposals for task orders.
3. **FIXED-PRICE TASK ORDERS:** Payment will be made pursuant to FAR 52.232-5, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." Partial payments are authorized based on agreement by the Contractor and the Government of the percentage of work completed.
4. **LABOR:** All labor rates offered in the bid schedule shall be **fully burdened**, including but not limited to the following:
 - a. Wages
 - b. Overhead and General & Administrative (G&A)
 - c. Profit
 - d. Contract requirements (i.e., Subcontracting Plan management, Quality Control Plan, Safety and Health Plan, Environmental Plan, Preconstruction Conference)
 - e. Risk of lower than expected contract dollar volume
 - f. Risk of poor subcontractor performance and re-performance
 - g. Other risks associated with doing business with the Government
 - h. Mobilization and demobilization cost to the Contractor's organization (associated with the contract)Labor rates shall be firm and shall not be subject to any escalation, except as allowed by the contract. Qualification standards for labor categories are set forth in Section 00900.
5. **APPLICATION OF THE SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT (DBA) PROVISIONS:** When task orders are issued, they will be categorized as either service or construction. If the task order is for services, the service clauses and provisions, including the wage decision for the appropriate area of work, will apply. If the task order is for construction, the construction clauses and provisions will apply. Service Contract Act (services) wage rates will be updated annually, and the Government will provide the Contractor with a copy of the revised rates. Davis-Bacon (construction) wage rates will not be updated during the life of the contract. SCA and DBA wage rates do not apply to the four (4) professional level wage classifications.
6. Although all contract line item numbers (CLINS) show an estimated quantity, the actual quantity will be on an "as required" basis. The quantities specified in the Bid Schedule are estimates for the purpose of evaluation only (to keep Offerors on equal footing during the solicitation phase) and are not purchased by the award of any contract(s).
7. **OBLIGATION OF FUNDS:** This is an IDIQ contract(s); therefore, only the Guaranteed Minimum amount for the Base Period (\$400,000.00 all contracts combined) will be obligated with the award of the contract(s). After the contract(s) are awarded, the accounting and appropriation data will be sited and funds will be obligated on each subsequent task order issued against the contract(s).
8. **LABOR RATES FOR WORK OUTSIDE PRIMARY PLACE OF PERFORMANCE:** The Department of Labor has provided SCA and DBA labor rates for counties where work will be anticipated under these contracts. If work is required in other counties, the Government will provide the Contractor with the applicable labor rates for those counties together with a request for a proposal, and both parties will negotiate a fair and reasonable price for that task order.
9. **ITMRA PROCUREMENT AUTHORITY:** This action is not being conducted under the Information Technology Management Reform Act (ITMRA) of 1996. However, any task orders and modifications requiring Information Technology (IT) resources will be conducted in accordance with the ITMRA .

10. ARITHMETIC DISCREPANCIES: (1989 JUL)

a. For the purpose of the initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

b. For the purposes of offer evaluation, the Government will proceed on the assumption that the offeror intends his offer to be evaluated on the basis of the unit prices, the totals arrived at by the resolution of arithmetic discrepancies as provided above and the offer will be so reflected on the abstract of offers.

c. These correction procedures shall not be used to resolve any ambiguity concerning which bid low.

11. If a modification is submitted which provides for a lump sum adjustment to the total estimated cost for an offer based on unit prices, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

AM#0005

12. Offerors must submit an offer on all line items for the base period (CLINS 0001 through 0010) **and all option periods (Option 1 through Option 4).**

AM#0005

13. **OPTIONS:** The Government reserves the right to exercise the option periods in the following ways:

- a. An option may be exercised during the twelve (12) month contract period.
- b. If the **estimated** maximum dollar amount per period is reached sooner than the contract period has ended, then an option may be exercised.
- c. The Base period and all options shall not exceed 60 months, or \$90,000,000.00 (all contracts combined) -- whichever comes first.

It should be noted that if the estimated maximum base period or option period contract amount is reached before the completion of the base period and/or option period, the Government reserves the right to exceed the estimated maximum base period and/or option period amount. However, the Government will not exceed the total contract not-to-exceed amount. (See Section 00800, CONTRACT VALUE.)

14. **OTHER THAN NORMAL WORKING HOURS.** It is estimated that ten percent (10%) of the estimated maximum dollar amount of this contract will be accomplished during other than normal working hours.

15. The Prime Contract's general and administrative, overhead, and profit for CLINS 0006, 0106, 0206, 0306, and 0404 (SUBCONTRACTOR & CONSULTANTS); CLINS 0007, 0107, 0207, 0307, and 0407 (MATERIALS AND EQUIPMENT); and CLINS 0008, 0108, 0208, 0308, and 0408 (WORKPLAN) will be negotiated for each task order as allowed by Federal Acquisition Regulations (FAR).

16. **DOWNTIME.** Downtime (CLINS 0011, 0111, 0211, 0311, and 0411) shall be defined as delays in excess of one (1) hour at a given period, caused by the Government through no fault of the contractor.

a. Measurement:

- (1) Downtime will be measured by the unit time-of-the-clock hour which will include all contractor and subcontractor (at any tier) work forces scheduled for, or working during the hour.
- (2) No delays less than one (1) hour in duration at any given period will be measured nor considered for downtime, nor will delays of less than one (1) hour be cumulative over several time periods.
- (3) Downtime will not be measured/considered for delays before or after contract work

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION NO. DACA63-02-R-0002

schedule hours as defined in the considered down time.

(4) No time after 10 minutes from the time that contractor is notified that he can resume work after a stoppage will be considered downtime.

b. Payment: Payment for downtime will be made at the contract unit price for downtime as shown on the bid schedule in accordance with Section 00700, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

17. CLARIFICATION AND COMMENTS PERTAINING TO THE SCHEDULE: Contract Line Item Numbers (CLINS) in the Bid Schedule are subject to the following clarifications:

EXAMPLE

<u>ITEM NO.</u>	<u>UNIT</u>	<u>CLARIFICATION</u>
0001	HR	COSTS PER HOUR, AS OUTLINED SECTION 00010, "LABOR RATES"
AM#0005 0009	EA	COST OF EACH ACTION NEGOTIATED ON A TASK ORDER
0010	1K	COST OF ADDITIONAL BONDING, PER \$1,000.00, TO BE ISSUED ON INDIVIDUAL TASK ORDERS
0011	UH	UNIT HOUR, AS OUTLINED IN SECTION 00010, "DOWNTIME"

18. MATERIAL HANDLING CHARGE: Overhead, G&A, profit, and any other costs specifically associated with the handling of materials (cost of materials is shown separately on each Task Order). All material handling costs shall only be shown as CLIN 0007 on each Task Order, and shall not be included with any other CLIN on the Bid Schedule. The handling charge (cost) shall be shown as a percentage of the total cost of materials and listed on the individual Task Order. No other overhead, G&A and profit will be paid for materials and equipment.

19. FIRM-FIXED PRICE TASK ORDERS: CLINS 0001 through 0004, 0101 through 0104, 0201 through 0204, 0301 through 0304, and 0401 through 0404 apply to the Prime Contractor Only. The Prime Contractor shall get at least three (3) competitive quotes on all subcontractors, materials and equipment. Lowest qualified quote shall be selected for the Contractor's proposal on the task order.

20. BONDING: In accordance with Section 00800, BONDS, the Government requires the Contractor to submit Performance and Payment bonds in the amounts listed in the Bid Schedule. The Contractor is informed that he will not be reimbursed for the cost of the bonding in full at time of contract(s) award. The Contractor will be reimbursed for bonds on each task order on a per \$1,000.00 basis.

END OF SECTION 00010

**SECTION 00100
INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS**

LOCAL INSTRUCTION

PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, Ms. Beverly Brannan, (817) 886-1718.
- b. For information regarding bidding procedures or bonds, contact Mr. Frank A. Wilson via telephone (817) 886-1057; via email frank.a.wilson@swf02.usace.army.mil; or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

GENERAL NOTICES

- a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."
- b. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4)
- c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

FACSIMILE BIDS

The fax number listed in the provision 52.215-5, Facsimile Proposals, is available for use by all bidders and offerors on a "first come, first served" basis and is, therefore, subject to heavy use for long periods of time. Accordingly, bidders are cautioned that "last minute" bids may be received late due to heavy message traffic. The government assumes no responsibility for such late bids.

BID GUARANTEE

Reference the provision 52.228-1, Bid Guarantee. Facsimile Bonds are not acceptable.

OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, before an offer is considered for award, the offeror will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

SMALL BUSINESS SUBCONTRACTING PLAN

ACCOMPANYING AMENDMENT NO. 0005 TO SOLICITATION DACA63-02-R-0002

- a. This notice applies to Large Businesses only.
- b. Reference FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN. The bidder/offeror shall take into consideration only those subcontracts that he/she will award when preparing the subcontracting plan required by the FAR.
- c. The Contracting Officer will NOT make award under this solicitation without an APPROVED subcontracting plan.
- d. To be approved, the plan must contain at a minimum, the eleven elements set forth in FAR 52.219-9, paragraph (d). Pursuant to AFARS 19.705-4(d), your plan will be reviewed and scored in accordance with AFARS Appendix DD to ensure it clearly represents your firm's ability to carry out the terms and conditions set forth in the contract clauses. AFARS Appendix CC may be accessed via the Internet at <http://acqnet.sarda.army.mil/library/afar/afartoc.htm>
- e. Subcontracting Plan Floors. These are the minimum percentages of subcontracted dollars that will be approved. The current floors for Fiscal Year 2001 are as follows:

Small Business	61.4%
Small Disadvantages Business	9.1%
Women-Owned Small Business	5.0%
Veteran-Owned Small Business	3.0%
Historically Black Colleges/Universities and Minority Institutions	2.0%
HUBZone Small Business	1.0%

- f. Current copies of Standard Form 294 and 295 can be found at <http://www.gsa.gov/forms/farnumer.htm>
- g. Contractors may post subcontracting opportunities at the Small Business Administration's SubNet: <http://web.sba.gov/subnet/index.cfm>.

AMENDMENTS TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address: <http://ebs.swf.usace.army.mil>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation.

SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the FAR 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid which is bonded by individual sureties.

PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

PRINCIPAL CONTRACTING OFFICER

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The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

PERFORMANCE OF WORK BY CONTRACTOR

The successful bidder/offeror must furnish the Contracting Officer within 20 days after award the following a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

AM#0005 PRE-PROPOSAL CONFERENCE AND SITE VISIT

a. Pre-Proposal Conference and Site Visit will be held:

DATE: April 10, 2002
LOCATION: Abilene, Texas
SITE: Marriott Courtyard
4350 Ridgemont Drive
Abilene, TX 79606
(915) 695-9600
TIME: 1:00 PM - 4:00 P.M.

An information meeting is scheduled. Please limit your registration to two (2) participants. Due to security reasons, all Offerors wishing to visit the site will need to bring two forms of identification. One of those forms of identification must be a valid driver license with a photograph.

Note: Each Offeror (firm) will be limited to two (2) attendees only.

Note: After preliminary discussions about the contract and the initial project, a site visit will be conducted. Transportation to and from the site will be provided by the Government at no cost to the attendees. The transportation that will be provided does not allow for handicap access. If any Offeror has special transportation needs, contact Frank Wilson at the location listed below at least 2 days prior to the site visit. Prospective Offerors are encouraged to submit, in writing prior to the Pre-Proposal Conference, any questions they desire to be discussed and answered at the conference. Although questions will be accepted at the conference, it is highly recommended that inquires be submitted in writing not later than 2 working days prior to the conference, to assure all questions can be appropriately answered at the conference.

Your questions may be submitted to the following:

By FAX: (817) 886-6407 (Attn: Frank Wilson)

By Mail:

US Army Corps of Engineer District, Fort Worth
ATTN: CESWF-CT-C (Attn: Frank Wilson)
Post Office Box 17300,
819 Taylor Street, Room 2A19
Fort Worth, Texas 76102-0300

By Email: Frank.A.Wilson@swf02.usace.army.mil.

FAR PROVISIONS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

a. Contractor identification is essential for complying with statutory contract reporting requirements. Therefore,

the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

b. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

c. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) *Definitions.* As used in this clause^{3/4}

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

52.211-0002 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-0014 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEPT 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.214-0034 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.0214-0035 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-0001 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

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"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative,

if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

- (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

52.0215-0005 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

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- (c) The telephone number of receiving facsimile equipment is: **817/886-6408**.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.0215-0016 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.0215-0020 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price,

the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

(End of Provision)

52.0216-0001 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery/Indefinite Quantity type contracts resulting from this solicitation.

(End of provision)

52.217-0005 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM
REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(FEB 2000)**

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program-Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph

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(b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.22511 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.0233-0002 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. ARMY ENGINEER DISTRICT, FT. WORTH
ATTN: CESWF-CT-C
819 TAYLOR STREET
PO BOX 17300
FORT WORTH, TX 76102-0300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

AM#0005 52.0236-0027 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

Site Visit for the sample task order will be conducted immediately following the PreProposal Conference on April , 2002. See Section 00100, provision, PRE-PROPOSAL CONFERENCE. This information is also posted on our website at <http://ebs.swf.usace.army.mil>

52.236-0028 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
(End of provision)

52.0236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

- (a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--
 - (1) Furnishing all plant, labor, equipment, appliances, and materials; and
 - (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- (b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.
(End of provision)

End of Section 00100

**SECTION 00210
PROPOSAL SUBMISSION REQUIREMENTS**

1.0 **PROPOSAL.** Offerors shall strictly adhere to the requirements as set forth in this section (00210) when preparing the proposal to be submitted in response to this request for proposal (RFP).

2.0 **PROPOSAL FORMAT.**

2.1 Proposal shall be submitted in **three (3) separate envelopes**. All proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlining. Proposal replacement pages shall be numbered, shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in appropriate number of copies (e.g., if two (2) copies of the original page was required, then two (2) copies of the revised page will also be required), and shall be a different color than the original pages they are to replace.

2.1.1 The first envelope shall contain Volume I, Technical Proposal described in Section 00210, "VOLUME I, TECHNICAL PROPOSAL." The envelope shall be clearly marked "**Technical Proposal, RFP No. DACA63-02-R-0002.**" Offeror shall submit an original and six (6) copies of Volume I.

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2.1.1.1 The first envelope shall also, contain Volume I-A, SAMPLE WORKPLAN in accordance with Section 00900, for the sample project described in Section 00210, SUBFACTOR II Technical Approach, Elements I Work Plan and II Task Order Price Proposal." Volume I-A shall be clearly marked "VOLUME I-A, SAMPLE TASK ORDER, RFP No. DACA63-02-R-0002." Offeror shall submit an original and six (6) copies of Volume I-A.

2.1.2 The second envelope shall contain Volume II, Price/cost Proposal, Architectural and Engineering Rates of A-E Firms to Be Used as Subcontractors, and Preaward Survey Information described in Section 00210, "VOLUME II, PRICES/ COST PROPOSAL, ARCHITECTURAL AND ENGINEERING RATES OF A-E FIRMS TO BE USED AS SUBCONTRACTORS, AND PREAWARD SURVEY INFORMATION." The envelope shall be clearly marked "**Prices/Cost Proposal, Architectural and Engineering Rates, and Preaward Survey Information, RFP No. DACA63-02-R-0002.**" Offeror shall submit an original and two (2) copies of Volume II.

2.1.3 The third envelope shall contain Volume III, Subcontracting Plan described in Section 00210, "VOLUME III, SUBCONTRACTING PLAN." The envelope shall be clearly marked "**SUBCONTRACTING PLAN, RFP No. DACA63-02-R-0002.**" Offeror shall submit an original and one (1) copy of Volume III.

2.2 Offeror shall provided an INDEX for each of the proposal volumes/sections that show the title of the subject matter discussed therein and the page number where the information can be found. In particular, Offeror shall specifically reference the topics addressed in this section (Section 00210) of instructions. The narrative discussions shall be related as to Section 00900, unless otherwise stated. Offeror shall clearly tab all information in the proposal so that it is easy to locate.

2.3 Offeror is cautioned that "parroting" of the RFP requirements with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The inclusion of "filler" material from previous proposals or commercial applications shall be avoided unless it has a direct application to the objective of this RFP.

3.0 **PROPOSAL CONTENT.** Offeror shall include sufficient details in their proposal, shall present the details in the same order in which they are requested in this section (00210) to permit the

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Government to promptly, completely, and accurately evaluate the proposal from both a technical and management standpoint. Offeror shall identify technical uncertainties and assumptions within the requirement set forth in this RFP, and Offeror shall provide specific proposals for the resolution of any technical uncertainties and assumptions so identified. The Government will not make assumptions concerning the offeror's intent, capabilities, facilities, or experiences. **Clear identification of the pertinent details shall rest as sole responsibility of the offeror.**

4.0 PROPOSAL LENGTH. The Government recognizes that offerors go to considerable expense to prepare proposals for this RFP, so the Government prefers that the proposals be practical. Elaborate format, binders, special reproduction techniques, and the like are not necessary nor desired. In short, proposals shall completely and adequately address the requirements as stated in the RFP, and technical proposal (technical and management factors). Volume I of the offeror's proposal, **shall not exceed 75 single-space, double-sided sheets** (excluding subcontractor endorsements, **OSHA Form 200**, and sample project). Proposal legibility, clarity, coherence, and the contents will be important. Proposal pages shall be 8-1/2 x 11 inches in size; however, if drawings or other graphics are submitted, Offerors shall reduce them only to the extent legibility is not lost. Offeror shall not submit verbatim sections of the appendices to this RFP as part of their proposal. Offers that violate these rules unnecessarily delay the evaluation process and may be rejected by the Government after the initial evaluation without receiving any further consideration.

5.0 SUBCONTRACTOR EXPERIENCE/CREDENTIALS. Subcontractor (A-E, Construction, and Supplier) experience/credentials will be evaluated as part of the proposal if they (the subcontractors and their experience) are identified in the proposal **and** if the respective subcontractors have provided the prime contractor with firm written commitments (also to be included in the proposal) to undertake performance as a subcontractor for the prime contractor under any contract that may be awarded as a result of this RFP.


6.0 VOLUME I, TECHNICAL PROPOSAL.


6.1 TECHNICAL FACTOR. The technical approach shall address the items in Section 00900 being sure to include the nature of the requirement as understood by the offeror; recognition of critical areas of the requirement; and proposed methods of accomplishing the requirement. Volume I shall include Offeror's approach to acquisition of labor, resources, materials, facilities, software, and equipment and description of same to be used in accomplishing the requirements of Section 00900.

6.1.1 Volume I SUBFACTOR I - Experience, Past Performance and Capabilities of Proposed Subcontractors. Offeror shall show experience in various types of construction-related work and capability to do same or similar work.

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6.1.1.1 SUB-SUBFACTOR I - Experience (the type and amounts of work performed). Offeror shall provide a list of the principle types of contract work he/she performed in the following categories as related to Section 00900:

 **SAFETY** - Life safety upgrade, inflammatory gases and substances, industrial safety, industrial hygiene, fire protection, airfield pavements, confined space entry, radioactive and laser operations, hazardous materials, protection of work sites and property, and protection of workers.

 **CIVIL** - Facility site planning and layout, roads, parking areas, storm water, sewage,

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drainage, and master planning.

✍✍ ARCHITECTURAL - Facilities with functional and aesthetic integrity.

✍✍ ENVIRONMENTAL - Removal and disposal of asbestos, lead-based paint, underground storage tanks, light's ballast, transformers and other hazardous materials.

✍✍ STRUCTURAL - Structural engineering for conventional construction, construction materials, computer usage, loading, structural systems, and miscellaneous structural features.

✍✍ INSTRUMENTATION - Instrumentation for energy monitoring and control systems, direct digital control and fire protection.

✍✍ COMMUNICATION SYSTEMS - Conventional communication systems and fiber optics.

✍✍ SECURITY - Facility security systems.

✍✍ ELECTRICAL - Facility electrical power and service supply, distribution, utilization systems including lighting, power generation, and uninterrupted power supply (UPS).

✍✍ MECHANICAL - Facility heating, ventilating, and air-conditioning (HVAC), elevators, and plumbing systems.

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6.1.1.2 Volume I **SUB-SUBFACTOR II - Past Performance** (quality of Offeror's work and how well Offeror performed). Offerors shall provide information that indicates their ability to perform the proposed contract effort. Offeror shall provide information pertaining to no less than three (3) **(to meet the RFP minimum requirements)** or no more than five (5) active/completed (within the last 5 years) Federal, State and local Government, and/or private contracts performed by the Offeror that are **similar in nature to the requirements in the RFP currently being evaluated** - i.e., processing a wide variety (construction and services) of multiple task orders simultaneously. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of the requirement. Offeror shall explain what aspects of the previously performed contracts are relevant to the effort required by this RFP. Offeror shall limit this data to two (2) pages per relevant contract, and shall provide information in the following format:

✍✍ Company Name (if different from Offeror's name, and Offeror shall explain the circumstance that caused the company name to change)

✍✍ Project Manager/Engineer with description of that individual's responsibilities

✍✍ Project Title

✍✍ Contracting Agency (Government or private)

✍✍ Contract Number

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- ~~///~~ Description of Effort (**Percentage of work performed by the Prime contractor and disciplines of work performed**)
- ~~///~~ Number and severity of problems encountered, type of any subsequent corrective actions, and the effectiveness of that corrective action(s)
- ~~///~~ Overall contract performance record
- ~~///~~ Type of Contract (Firm-Fixed Price, Cost-Reimbursement, Incentive, Indefinite Delivery, etc.)
- ~~///~~ Period of Performance
- ~~///~~ Original Contract Dollar Value and Current/Actual Contract Dollar Value
- ~~///~~ Original Completion Date and Current/Actual Completion Date
- ~~///~~ Name, address, and Telephone Number of Administrative Contracting Officer, Ordering Officer and Contracting Officer

Offerors shall identify those companies holding worker's compensation policy(ies) for the past five (5) years. Offerors shall provide their OSHA Form 200 for the same period for the Government's review, and mishap rates shall at least show a declining trend. Offerors shall list any subcontractors used, shall identify sizes and types of major mechanical, electrical, and utility control systems used, and shall show the Offeror's percentage of participation on each job listed. The list shall indicate the Offeror's experience as a prime contractor. Failure to identify the subcontractors in the proposal shall invalidate their experience/ credentials and that invalidated experience/credentials will not be considered or evaluated by the Government. If the Offeror's list of experience was accomplished as a subcontractor, then the percentage (%) of work the Offeror expended (as a subcontractor) on each job shall be shown.

FIRMS LACKING RELEVANT PAST PERFORMANCE HISTORY SHALL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

6.1.1.3 SUB-SUBFACTOR III - Capability of Proposed Subcontractors.

Offerors shall identify and describe the services of their proposed subcontractors (making reference to the list of principle types of work in paragraph 6.1.1.1) and shall provide their rationale for selecting those subcontractors. Architectural - Engineering, Construction, and Supply subcontractor's experience/credentials will be entered into and evaluated as part of this one sub-subfactor if the subcontractors are identified in the proposal, and the proposal includes a written commitment from each subcontractor to undertake performance under any resultant contract. Failure to provide a valid commitment between the prime contractor and the subcontractor shall invalidate the corporate experience and will not be used as a part of the evaluation of the proposal. Furthermore, the offeror is informed that the list of Architectural - Engineering subcontractors proposed will be binding and become part of any resultant contract. The prime contractor shall use only the proposed the A-E subcontractors in the performance of this contract. If after award the prime contractor chooses to use a subcontractor that was not proposed and approved for this contract, the prime contractor must submit the subcontractor's qualifications in writing to the Contracting Officer for approval. In considering the number of A-E firms to propose for this contract, the contractor must take into consideration the large realm of work anticipated to ensure that

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sufficient capable firms are committed. The A-E firms will be required to submit their qualifications demonstrating experience as it relates to the type of work anticipated under this contract.

6.1.2 SUBFACTOR II - Technical Approach.

6.1.2.1 Volume I-A SUB-SUBFACTOR I - Work Plan for Sample Task Order

This will be evidenced by the sample project to be determined by the Government. See Section 00220 for Scope of Work, with sketches, list of required specifications and task order requirements.

A scoping/site visit for the Sample Task Order will be held, SEE SECTION 00100 Pre-Proposal Conference and Scoping Site Visit. All Offerors are strongly encouraged to attend the Scheduled Pre-Proposal Site Visit, since this sample project could result in a task order being issued under this contract that is awarded as a result of this RFP. The Government may elect not to include a sample task order, in which case all offerors would not be required to submit a Work Plan for Sample Task Order, and they will each receive a neutral score for this evaluation criteria.

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6.1.2.2 Volume I-A SUB-SUBFACTOR II - Task Order Price Proposal

Preparation Plan. Offeror shall demonstrate his approach to the management of task order price proposal preparation. Offeror shall show their procedures for soliciting proposals from subcontractors, in order to meet the contract requirements for competition (at least 2 price quotations from viable subcontractors) and timeliness for task orders as follows:

☞ Task Order RFP - Firm-Fixed Price (FFP) Task Order (see Section 00800, FIRM-FIXED PRICE (FFP) TASK ORDER). This will be evidenced by the sample project (See Section 00220 for Sample Project).

☞ Task Order Price Proposal after Task Order Award - Unpriced Task Order (UTO) (See Section 00800, **UNPRICED** TASK ORDER (UTO)).

NOTE: IF THE GOVERNMENT ELECTS NOT TO INCLUDE A SAMPLE TASK ORDER IN THIS SOLICITATION, OFFERORS WILL NOT BE REQUIRED TO SUBMIT A TASK ORDER PRICE PROPOSAL PLAN, AND EACH OFFEROR WILL RECEIVE A NEUTRAL SCORE FOR THIS EVALUATION CRITERIA.

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6.1.2.3 Volume I SUB-SUBFACTOR III - Rapid Response.

It is essential that the offeror demonstrate his capability to be able to respond rapidly in the area of submitting a proposal/technical information for individual task orders (See Section 00910). Offerors shall show this documenting the time it would take their firm to submit the required proposal/technical information from the receipt of a RFP for a task order; the time it would take their firm to submit a site survey report; the time it would take their firm to provide a work plan; and the time it would take their firm to submit an acceptable price proposal. The level of effort of the request for proposals is broken down as follows:

☞ Small Effort - total amount of order estimated to be less than \$100,000.

☞ Medium Effort - total amount of order estimated to be between \$100,000 and \$500,000.

☞ Large Effort - total amount of the order estimated over \$500,000.

6.2 MANAGEMENT FACTOR.

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6.2.1 **SUBFACTOR I - Organization and Personnel Qualifications.** Offeror shall furnish an organization chart depicting the management structure proposed for the RFP and any resulting contract. The management techniques and controls that shall be implemented to assure a rationale for subcontracting and the control of subcontractors shall also be provided. Offeror's organization shall show supervision and quality control during all phases of work. Offeror shall identify the principal program personnel as outlined in Section 00900, RESPONSIBILITIES, with their areas of responsibility and relationship with the management structure. Qualifications of the principal program personnel (i.e., **Program Manager, Project Manager, Project Superintendent, Cost Estimator, Quality Control Manager**) shall be provided in resume format. Offeror shall have personnel of suitable background and experience to assure that all of the anticipated disciplines required in the RFP and proposed contract are represented. Offeror's identification and commitment of key personnel to this contract will be evaluated. For all key personnel proposed, Offeror shall show if the employees will be employed full or part time, if they will be located on site or not, if they will have single or dual function responsibility(ies) and what those responsibilities will be. Offeror shall obtain firm written commitments to work for the Offeror on any contract that results from this RFP, from all of his/her key employees. Offeror shall provide the firm written commitments with the proposal.

6.2.2 Volume I **SUBFACTOR II - Cost Control.** Offeror shall show how costs shall be controlled to assure the Government that excessive man-hours shall not be expended to increase profit margins. This shall include, but not be limited to, types of supervision to be used, employee training in Time-and-Material contracts, efficiency improvement methods, etc.

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6.2.3 Volume I **SUBFACTOR III - Corporate Experience & Support.** Offeror shall demonstrate related corporate support. Corporate support is defined as the proven ability to provide resources from other parts of the corporation for unusual needs such as increased workload in a compressed time frame. Offeror shall document any criteria or experience (i.e., warranty program) that uniquely qualifies the offeror to fulfill the proposed contract successfully. Offeror shall provide a company resource chart that includes the following information:

- ~~///~~ The number of personnel employed, also give breakdown of each discipline
- ~~///~~ A description of related experience (as stated in Section 00900)
- ~~///~~ A detailed plan of what work will be subcontracted out and how that work will be managed.

6.2.4 Volume I **SUBFACTOR IV – Small Disadvantaged Business (SDB) Utilization Plan.** All Offerors shall submit an SDB Utilization Plan, to include the following information:

- ?? Identification of each SDB concern proposed and the work each is to perform (See NOTE below regarding SDB certification)
- ?? Targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.
- ?? Total target value of all SDB participation, expressed in dollars and percentages, of the total contract value.

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The Offeror is put on notice that any targets represented in a submitted proposal will be incorporated into and become part of any resulting contract.

NOTE: All proposed SDB concerns must be SBA Certified in PRO-Net. SBA concerns can register in PRO-NET on the Internet at the following address: <http://pronet.sba.gov>

7.0 VOLUME II,

7.1 PRICE/COST PROPOSAL.

7.1.1 **Offerors** shall submit their price/cost proposal (an original plus two (2) copies) with a completed Standard Form 1442, SOLICITATION, OFFER, AND AWARD; Section 00010, SUPPLIES OR SERVICES AND PRICES/COSTS; Section 00600, REPRESENTATIONS & CERTIFICATIONS; Section 00500, Standard Form 24, BID BOND, PREAWARD SURVEY information and any additional documentation to explain and support the price proposed.

7.2 VOLUME II-A

7.2.1 **SAMPLE TASK ORDER PRICE/COST PROPOSAL, ARCHITECTURAL AND ENGINEERING RATES OF A-E FIRMS TO BE USED AS SUBCONTRACTORS.** This volume shall consist of the price/cost proposal, architectural and engineering rates of A-E firms to be used on this contract, and shall conform to the requirements set forth in this section.

7.2.2 Additional cost and price support documentation shall include a breakout of the following cost for the sample task order. **All information submitted shall support the price proposed of the sample task order and shall be presented in sufficient detail to clearly establish the relationship of the information provided to the price proposed.**

7.2.3 **Direct Labor.** Offeror shall show each discipline/job classification proposed, the number of employees in each discipline/classification, the number of hours the Offeror plans to work each individual per week, the direct labor rate per hour and the fringe benefit rate per hour for each individual proposed. Offerors are reminded that they shall at least pay their non-professional employees the rates shown on the U.S. Department of Labor Wage Rate Determination(s) for services/General Wage Decision(s) for construction. Applicable wage determination(s)/ decision(s) are included in this RFP. If Offeror does not use the wage rate classifications (job titles, disciplines) shown on the Wage Rate Determinations/Decisions in this RFP, Offeror shall provide with their proposal a "stratification" of the wage classification and rate proposed. For example: If the employee proposed has "dual-hat" responsibilities, Offeror may want to combine two (2) of the disciplines/job classifications shown on the Wage Rate Determinations/Decisions and "stratify" the two (2) respective hourly rates (based upon the amount of time the employee will spend working in each discipline/job classification) into one (1) hourly rate that is more commensurate with the combined responsibilities. Offeror's stratification shall include the Offeror's calculations and narrative explanations for those calculations showing how and why the proposed "stratified" rates were derived.

7.2.4 **Indirect Expenses (Overhead).** Offeror shall show overhead rate proposed, method of calculating that rate, and shall itemize the various costs included in the "base" for that rate. Narrative explanations shall accompany all cost/calculations as necessary to clearly explain how the Offeror arrived at the rate and costs proposed.

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7.2.5 Material and Equipment. Offeror shall list in the proposal all material and equipment proposed by item description, make and model number of equipment, quantity, and cost for each item listed.

7.2.6 Subcontracts. Offeror shall list all subcontracts by subcontractor name, type of service/construction/supplies to be subcontracted, and cost of each.

7.2.7 General and Administrative (G&A). Offeror shall show the G&A rate proposed, explain (numerically and narratively how the Offeror calculated that rate, and list all of the costs that are included in the "base" for that rate.

7.2.8 Profit. Offeror shall show profit rate proposed and provide rationale for that rate. If Offeror has some concerns about performing the work described in this RFP, Offeror shall list those concerns (real or perceived risks) that support the profit rate proposed.

7.2.9 Information required in Section 00010, LABOR, is not intended to be restrictive. Offeror is encouraged to submit any other cost or financial information, which may be helpful in the understanding and evaluation of their cost proposal; however, superfluous or elaborate documents are not desired. Offeror shall agree that authorized Government representatives may have access to applicable accounting and estimating documents and records not submitted with the proposal if required to complete evaluation of cost proposal.

7.2.10 All information pertaining to any costs associated with the line items contained in the Bid Schedule (Section 00010) shall be confined to Volume II. **Offeror shall not include any cost information in any other Volume of their proposal except Volume II AND Volume II-A.**

7.3 SUBMISSION OF ARCHITECT-ENGINEERING (A-E) FIRMS TO BE USED ON THIS CONTRACT.

Offerors shall submit a list of hourly rates, overhead rate (detailed breakout), general and administrative (G&A) rates (detailed breakout), ***and anticipated escalation factor over the next five years*** for each A-E firm that will be used as a subcontractor on this contract. The Government will evaluate this list of rates for price reasonableness only. These rates will provide the Government a basis for negotiations for future task orders.

7.4 PREAWARD SURVEY INFORMATION.

Offerors shall submit all preaward survey information in Volume II.

NOTE: Offerors shall notify their bank/suppliers that the Corps of Engineers may contact them, and shall authorize the bank/suppliers to release the following information regarding the Offeror's account. If a written authorization is required by their bank, Offerors shall provide that authorization with their proposal.

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~~/s/~~ Name and telephone number of bank's point of contact

~~/s/~~ Number of years business has been conducted with each bank

~~/s/~~ Types of open accounts (checking, loans, etc.)

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- ~~///~~ Balance of current accounts (the banks will provide a "range of figures" for this information, such as, medium five-figures range)
- ~~///~~ Means by which loans are secured and if paid as agreed
- ~~///~~ Point of contact and telephone number of three (3) different suppliers

8.0 VOLUME III, SUBCONTRACTING PLAN.

****THIS PARAGRAPH APPLIES TO LARGE BUSINESSES ONLY****

8.1 All large businesses shall submit a subcontracting plan along with their technical and prices/cost proposal. The plan shall be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix DD. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process. However, where technical and price become more equivalent for two or more large businesses who are being considered for award, the subcontracting plan will become more significant and may become the determining factor for award.

8.2 The Fort Worth District's goals regarding total subcontracted dollars for FY 2002 are as follows:

- 8.2.1 Small Business (SB) Subcontracting Goals - 61.4%.
- 8.2.2 Small Disadvantaged Business (SDB) Subcontracting Goals - 9.1%.
- 8.2.3 Woman Owned Small Business (WOSB) Subcontracting Goals – 5.0%.
- 8.2.4 American Veteran-Owned Small Business Subcontracting Goals – 3.0%
- 8.2.5 Historically Black Colleges and Universities and
Minority Institutions (HBC/MI) Subcontracting Goal – 2.0%
- 8.2.6 HUBZone Small Business 1.0%

End of Section 00210

SECTION 00220

SAMPLE PROJECT
07/01

PART 1 GENERAL

1.1 STATEMENT OF WORK

a. Construct a Car Wash for Privately Owned Vehicles (POV), at Dyess Air Force Base (Building 07210).

b. This sample task order project has a complete set of drawings and specifications. Furnish the completed bidding schedule and a construction schedule. Submit these in accordance with Section 00210 PROPOSAL SUBMISSION REQUIREMENTS. The construction schedule shall be done on form EF2454 CONSTRUCTION PROGRESS CHART that is attached to Section 01321 PROGRESS SCHEDULE. Include the subcontractors bid tabulation with the bidding schedule.

1.2 DRAWINGS AND SPECIFICATIONS

Drawings and Specifications for the sample task order project (CAR WASH FOR POV, DYESS AFB (BLDG 07210)) accompany Amendment No. 0005. The drawings and specifications are accessible through the Contract Viewer.

1.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT

Pre-Proposal Conference and Site Visit will be held:

DATE: April 10, 2002
LOCATION: Abilene, Texas
SITE: Marriott Courtyard, 4350 Ridgemont Drive;
Abilene, TX 79606; (915) 695-9600
TIME: 1:00 PM - 4:00 P.M.

An information meeting is scheduled. Please limit your registration to two (2) participants. Due to security reasons, all Offerors wishing to visit the site will need to bring two forms of identification. One of those forms of identification must be a valid driver license with a photograph.

Note: Each Offeror (firm) will be limited to two (2) attendees only.

Note: After preliminary discussions about the contract and the initial project, a site visit will be conducted. Transportation to and from the site will be provided by the Government at no cost to the attendees. The transportation that will be provided does not allow for handicap access. If any Offeror has special transportation needs, contact Frank Wilson at the location listed below at least 2 days prior to the site visit. Prospective Offerors are encouraged to submit, in writing prior to the Pre-Proposal Conference, any questions they desire to be discussed and answered at the conference. Although questions will be accepted at the conference, it is highly recommended that inquiries be submitted in writing not later than 2 working days prior to the

conference, to assure all questions can be appropriately answered at the conference.

Your questions may be submitted to the following:

By FAX: (817) 886-6407 Attn: Frank Wilson

By Phone: (817) 886-1057

By Mail:

US Army Corps of Engineer District, Fort Worth
ATTN: CESWF-CT-C (Attn: Frank Wilson)
Post Office Box 17300,
819 Taylor Street, Room 2A19
Fort Worth, Texas 76102-0300

By Email: Frank.A.Wilson@swf02.usace.army.mil

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

**SECTION 00800
SPECIAL CONTRACT REQUIREMENTS**

Due to the recent conversion from the Standard Army Automated Contracting System (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD²), the following clauses and other specific contract requirements you may have been accustomed to seeing in Section 0800, Special Contract Requirements, have been moved. The following chart represents those changes.

CLAUSES & OTHER REQUIREMENTS PREVIOUSLY LOCATION IN SECTION 00800		NEW LOCATION
FAR Clauses		
Commencement, Prosecution And Completion Of Work (Apr 1984)	52.211-10	Section 00700
Time Extensions (Apr 1984)	52.211-13	Section 00700
Variation In Estimated Quantity (Apr 1984)	52.211-18	Section 00700
Limitations On Subcontracting (Jan 1991)	52.219-14	Section 00700
Availability Of Funds (Apr 1984)	52.232-18	Section 00700
Availability And Use Of Utility Services (Apr 1984)	52.236-14	Section 00700
Quantity Surveys (Apr 1984)	52.236-16, Alternate I	Section 00700
DFARS Clauses		
Payment For Mobilization And Preparatory Work (Dec 1991)	252.236-7003	Section 00700
Payment For Mobilization And Demobilization (Dec 1991)	252.236-7004	Section 00700
Airfield Safety Precautions (Dec 1991)	252.236-7005	Section 00700
EFARS Clauses		
Equipment ownership and operating expense schedule	52.231-5000	Section 00700
Payment for materials delivered off-site	52.232-5000	Section 00700
Basis for Settlement of Proposals	52.249-5000	Section 00700
Other Specific Contract Requirements		
Time Extensions For Unusually Severe Weather (Oct 1989)		Section 01000
Payment For Utility Services (FAR 36.303(C)(6))		Section 01000
Superintendence Of Subcontractors		Section 01000
Coordination Of Construction With Cemetery Representatives		Section 01000
Damage To Work Alternate A/Alternate B		Section 01000

The clauses represented here may not be included in a particular solicitation, depending on the requirements. This list only represents changes made to the overall policy of clause location.

PHYSICAL DATA (APR 1984) (FAR 52.236-4)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys [and borings] – see individual task order scope of work..

b. Ground water levels – see individual task order scope of work.

It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture, 1957, copy available for inspection in Fort Worth District Office.

c. Point of delivery for Government-furnished property
See individual task order scope of work.

REQUIRED INSURANCE

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence.

No property damage liability insurance is required.

- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

REQUIRED INSURANCE (Louisiana AAP)

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence.

[Property damage liability insurance in the minimum amount of \$100,000 is required.]

- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

HAZARDOUS MATERIALS ABATEMENT INSURANCE

- a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.
- b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

AM#0005 DELETED

AM#0005 SALVAGE MATERIALS AND EQUIPMENT

The Contractor shall **ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), shall** maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

AM#0005 SALVAGE MATERIALS AND EQUIPMENT (AIR FORCE)

- a. The Contractor shall **ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), shall** maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.
- b. In consideration for credit allowed in the contract price, the title to all scrap and salvage generated as a direct result of this contract is vested in the Contractor unless specifically excepted. The scrap and salvage shall be disposed of off the Base by the Contractor.

YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

REQUIRED INVENTORY OF INFORMATION TECHNOLOGY

In accordance with SCR-6, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

- a. Contract number, project title, name of contractor
- b. Equipment name/label
- c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance
- d. Manufacturer's model/serial number and date manufactured
- e. Specific location of equipment, i.e., building/room number
- f. If equipment is a controller only, indicate what other equipment is controlled by this controller
- g. Interoperability: identify any other equipment that is sending/receiving information to monitor or control said equipment
- h. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number
- i. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.
- See Appendix A at Section 00800 for a list of examples of embedded systems.

INDEMNIFICATION UNDER CERCLA - (42 U.S.C. 9619) -FIXED PRICE CONTRACT

- a. This clause will be modified by mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provision of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. 9619).
- b. Pursuant to 42 U.S.C. 9619, and upon determination by EPA that adequate pollution liability insurance is not available at a reasonable cost, EPA may, upon request of the Contractor, hold harmless and indemnify the Contractor against any liability, not compensated by insurance or otherwise, which results from a release of any hazardous substance or pollutant or contaminant, if such release arises from the Contractor's response action activities under this contract. It is understood that the Contractor's request must be expressly approved by EPA as a prerequisite for the Contractor to receive this indemnification.

c. This indemnification will extend to any third party liability including the expenses of litigation or settlement arising from the Contractor's negligence in its performance or response action activities under this contract provided that no reimbursement will be allowed for any liabilities that were caused by conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct or demonstrated a lack of good faith. Further, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

d. No reimbursement will be made under this clause for any liability damage claim which does not exceed \$100,000 or the deductible amounts of the Contractor's insurance whichever is greater. It is expressly understood that the only source of funds available for reimbursements under this clause is the CERCLA Hazardous Substance Superfund and that any reimbursement will be subject to the availability of appropriations in the Superfund at the time such liabilities are represented by final judgments or by settlements approved in writing by EPA except to the extent that Congress may make appropriations to specifically fund any deficiencies.

e. The Contractor agrees, in accordance with EPA Interim Guidance (OSWER Directive 9835.5), to make diligent efforts throughout contract performance to procure adequate pollution liability insurance and to provide documentation periodically or as required by the Contracting Officer to substantiate these efforts. Upon obtaining quotes for such insurance, the Contractor shall submit documentation as required by the Contracting Officer. The Contracting Officer will forward this documentation to EPA for its review and approval. Upon receipt of EPA approval, the Contractor will be entitled to reimbursement under the contract for the cost of pollution liability insurance allocable to this contract.

f. If, during contract performance, approved or required insurance coverage is reduced by the Contractor without the Contracting Officer's approval, the liability of EPA under this clause will not be increased by reason of such reduction. It is understood that required pollution liability insurance coverage relates to the period of contract performance.

g. The Contractor shall -

1. Promptly notify the Contracting Officer and EPA of any claim or action against, or any loss by, the Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;
2. Immediately furnish to EPA copies of all pertinent papers the Contractor receives;
3. Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form EPA requires; and
4. Comply with EPA directions and execute any authorizations required in connection with settlement or defense of claims or actions.

h. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

i. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against the pollution liability addressed in paragraph (b). This indemnification shall provide between the Contractor and subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof and the like. The Contracting Officer may also approve indemnification of subcontractors at any lower tier in the form of indemnification agreements between subcontractors and under the same terms and conditions as in this clause. EPA will indemnify the Contractor against liability to subcontractors incurred under subcontract indemnification provisions.

j. The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. EPA may pay the Contractor or may directly pay parties to whom the Contractor may be liable.

k. Nothing in this clause shall be construed as an indemnification agreement between the U.S. Army Corps of Engineers and the Contractor or subcontractor.

CORRESPONDENCE IDENTIFICATION

a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.

b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:

1. The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.
2. The Contractor shall provide one original and two copies of all RFI's.

3. The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.
4. For projects requiring Network Analysis Systems (NAS), all RFI's shall identify the NAS activities directly or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.
5. No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01330 Submittal Procedures.
6. The use of RFI's does not relieve the Contractor of the responsibility for reviewing the contract documents and coordinating the work to be performed. If the Contracting Officer determines that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of EFARS 52.213-5000, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Interested parties may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted. An electronic copy of this publication may be found the US Army Corps of Engineers Publication web site at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>

VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86)

- a. Reference the Contract Clause "VALUE ENGINEERING - CONSTRUCTION."
- b. After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.
- c. Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

AM#0005 TASK AND DELIVERY ORDER CONTRACT OMBUDSMAN

FAR 16.505 (b)(6) states "The head of the agency shall designate a task order contract and delivery order contract ombudsman who shall be responsible for reviewing complaints from contractors on task order contracts and delivery order contracts. The ombudsman shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman shall be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate."

For all U.S. Army Corps of Engineer Activities the ombudsman is Mr. C. Wayne Hardin, Office of Principle Assistant for Contracting (OPARC), **Headquarters, U.S. Army Corps of Engineers, Attn: CEPR-P (USACE Ombudsman), 20 Massachusetts Avenue N.W., Washington, D.C. 20314-1000.**

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

Reference Federal Acquisition Regulation (FAR) Clause 52.236-13, Accident Prevention. Engineer Manual (EM) 385-1-1 and its changes are no longer available as part of this solicitation/contract but rather is available at <http://www.hq.usace.army.mil> (select Safety and Occupational Health). Consequently, the Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

ELECTRONIC SUBMITTAL OF OFFEROR'S PROPOSAL

In accordance with Section 0120, Proposal Submission Requirements, the Offeror is required to submit an electronic copy of the initial proposal and one electronic copy of the final proposal revision, if applicable. In the event any discrepancy is discovered between the printed version of the offeror's submitted proposal and this electronic version, the printed version shall govern.

UTILITY SERVICES

- a. Water and electrical services may be available from Government-owned and operated systems and furnished without charge to the Contractor when available at each task order site. Where utilities are required for performance but not available at the job site, contractor will be required to furnish utilities at his own expense. The contractor is responsible for making connections and restorations and for making such arrangements with the Contracting Officer or his designated representative. Special utility arrangements shall be included in the contractor's proposal for each task order.
- b. Utilities for the contractor's office will be provided to the contractor by the Government on a reimbursable basis in accordance with AR 420-21, Utility Sales. Utility meters (electric, gas, and water) shall be installed at the contractor's expense. Technical support in selecting the correct meters may be provided by the Energy Office, DPW, upon request. The contractor shall contact the Utility Sales Assistant (Building 4213, telephone number 254/287-7671) to sign a utility sales contract. The contractor shall arrange for telephone service (fixed and cellular) with the telephone company at no cost to the Government.

AM#0005 IDENTIFICATION OF EMPLOYEES

- a. The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to commencement of work on site by any employee, and employees shall wear a visible identification badge at all times on the job site. As a minimum, the contractor's name and phone number, employee's photograph, title of contract, and employee name/identification shall be displayed on the identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.
- b. **WORK IN SECURE AREA:** In the event that work is required in a secure area, the Contractor shall obtain and submit through the COR to the **Installation/Base** Physical Security Office fingerprints of all persons employed on the project. Refer to applicable security clauses for additional specific requirements and procedures for obtaining employee identifications.
- c. Clothing worn by all contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official contractor logos and uniforms are permissible.

PAYMENT FOR MATERIALS DELIVERED OFF-SITE (JUL 1989) (EFARS 32.111 (71))

Pursuant to the clause entitled "Payments Under Fixed Priced Construction Contracts" materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NONE

TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

- (a) This provision specifies the procedures for determination of time extensions for unusually severe weather in accordance with the contract clause, Section 00700, "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the task order period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS
BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	0	0	0

**NUMBER OF DAYS WILL BE AGREED TO DURING NEGOTIATION OF TASK ORDER, BASED UPON
PROJECT LOCATION AND PERFORMANCE PERIOD.**

(c) Upon acknowledgment of the Task Order and continuing throughout the task order, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(d) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause, Section 00700, "FAR 52.249-10, DEFAULT (FIXED -PRICE CONSTRUCTION)."

LANGUAGE

For each work group which employs individuals who do not speak English, the contractor will provide a bilingual foreman who is fluent in the English language and in the language of the workers. The Contractor will implement the requirements of EM 385-1-1, paragraph 01.B01, 01.B02, and 01.C.02 through these foremen.

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8,

"Construction Equipment Ownership and Operating Expense Schedule," Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorized representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

(d) This does not apply to terminations. See FAR Part 49 and EFARS 49.113(100).

AM#0005 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines **(current or existing baseline data may not be available and the Contractor will be required to establish the baselines for vertical and horizontal control)** and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

WRITTEN GUARANTEES AND GUARANTOR'S REPRESENTATIVE

The Government is entitled to all standard commercially-offered warranties/guarantees. The contractor shall obtain all warranties, have them executed in writing and furnish them to the Contracting Officer prior to final inspection. Additionally, the contractor shall furnish, with each guarantee, the name, address, and telephone number of guarantor's representative who, upon the Contracting Officer's request, will honor the guarantee during the guarantee period and who will provide the services in accordance with the guarantee terms.

PERFORMANCE EVALUATION OF CONTRACTOR

- a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations (per delivery order, per quarter, etc.) may be prepared at any time during contract performance when determined to be in the best interest of the Government.
- b. The format for the evaluation will be Department of Defense (DD) Form 2626. The Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised in writing of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation.
- c. In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 236.201(c)(2), all performance evaluations will be made available to all DoD Contracting offices for their future use in determining contractor responsibility.

PAYROLLS

- a. A certified copy of all payrolls shall be submitted to the Ordering Officer or COR on a weekly basis.
- b. The contractor shall be responsible for the submission of certified copies of the payrolls for all subcontractors.

CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer's Representative, within 20 days after contract award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing).

BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment cost for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable and unallocable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

CONTRADICTION IN QUANTITIES

Any contradiction in quantities requested (i.e., 6 copies required by the CONTRACT DATA REQUIREMENTS LIST and 4 copies required by Division I specifications) the greater quantity shall be provided.

CONTRACT ADMINISTRATION OFFICE

The Contract Administration Office for this contract is located at the following address: To be determined on individual task orders.

ORDERING OFFICER

There will be no Ordering Officer assigned to this contract.

CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer Representative (COR) will be designated by letter after contract award.

BILLING PROCEDURES

- a. The contractor shall submit, at least monthly, billings in accordance with the clause entitled "Allowable Cost and Payment". All documents submitted for payment shall reference that accounting and appropriation data set forth in the individual task order.
- b. Billings for fixed price orders shall be submitted pursuant to the "Payments" clause.

TECHNICAL LIAISON AND SURVEILLANCE

- a. Performance by the contractor of the technical aspects of this contract as described in the Scope of Work is under the cognizance of the U.S. Army Corps of Engineers, Fort Worth District. All matters relating solely to the

technical aspects of the contractor's performance may be communicated directly to the technical point of contact named in paragraph c below. This clause is governed by the following:

b. No changes in the scope of work within the task order or within the scope of this contract, which would effect a change in any term or clause of this contract, shall be made, except by a modification executed by the Contracting Officer. The contractor is responsible to ensure that all contractor personnel are knowledgeable and cognizant of this contract

clause. Changes to contract efforts accepted and performed by contractor personnel outside of the contract, without authorization of the Contracting Officer, shall be the responsibility of the contractor.

c. The technical point of contact will be identified in each individual task order.

UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

a. The contractor shall not accept any instructions issued by any person employed by U.S. Government or otherwise, other than the Contracting Officer, or the Administrative Contracting Officer (ACO) and/or the Contracting Officer's Representative (COR) acting within the limits of their authority. The ACO and COR, and the scope of their authority, will be designated in writing and identified to the contractor.

b. Only information contained in an authorized amendment or modification to the contract issued by the Contracting Officer, or a modification to a task order duly issued by the Contracting Officer, ACO or COR, may be considered by the contractor as grounds for deviation from any stipulation of this contract, any modification, referenced drawings, and/or specifications. No information received from any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable. Such action on the behalf of the Government will not breach or otherwise violate this contract.

GOVERNMENT-FURNISHED SITE

a. The Contractor shall have an on-site office during the life of the contract. A parcel of land will be provided on Fort Hood as designed by the Contracting Officer, or his/her designated representative.

b. Trailers and storage areas with visual screens to house staff personnel and equipment used in performance of this contract, shall be provided and required to meet base standards and connect to existing utility lines.

ORDERING PROCEDURES FOR TASK ORDERS

a. More than one contract (but no more than four contracts) is anticipated on being awarded for the same services as this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$2,500.

b. The Contracting Officer or his/her authorized representative, in making decisions in the award of any individual task order, shall consider factors such as past performance on earlier tasks under the multiple award contract, quality of deliverables, cost control, price, cost, or other factors that the contracting officer believes are relevant to the award of a task order to an awarded under the contract.

c. If the Contractor believes it was not fairly considered for a particular task order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the).Contracting Officer to the USACE Ombudsman is Mr. C. Wayne Hardin, Office of Principle Assistant for Contracting (OPARC, LTC(P). The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the task order.

d. Awardee need not be given an opportunity to be considered for a particular task order in excess of \$2,500 under multiple task order contracts if the contracting officer determines that --

(1) The governments need for such services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The task order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardee were given a fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

e. As the need exists for performance under the terms of this contract, the Contracting Officer or his/her authorized representative will notify the Contractor(s), in writing, of an existing requirement. Task orders shall be issued competitively or as a sole source.

(1) **COMPETITIVELY:** When the scope of work is clearly defined; a Request for Bid (RFB) could be issued to selected/all multiple contract contractors, with the scope of work and all attachments (i.e., drawings, list of specifications); and a date, time and location for bid to be due. At the time and date that bids are due, bids will be opened and read (along with the Government estimate) at a public bid opening. Award will be made to the responsible bidder whose bid, conforming to the RFB, will be most advantageous to the Government, considering only price and price related factors. RFB's issued in this method for task orders will be subject to rules and regulations of FAR Part 14.3, SUBMISSION OF BIDS, and FAR Part 14.4, OPENING OF BIDS AND AWARD OF CONTRACT. (Bids submitted under this procedure are not subject to the requirement for competition for subcontracted work.)

(2) **SOLE SOURCE:** The Contracting Officer or his/her authorized representative may issue a task order as sole source based upon the Contractor(s) past performance on earlier task orders under the multiple award contract, quality of work, cost control, price, cost, or other factors (i.e., work load, specialize experience, management skills) that the Contracting Officer believes are relevant to the timely performance of a task order. A Request for Proposal (RFP) could be issued, with the scope of work and all attachments (i.e., drawings, list of specifications); and a date, time and location for proposals to be submitted. The Contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. Time for submittal of the Contractor's proposal for individual requirements will be as agreed upon by the Government and the Contractor for unusually difficult projects. Contractor's proposals shall be provided as outlined in Section 00720, FRP008, PRICE PROPOSAL. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the Contractor on all CLINS, performance times, method of construction, materials chosen, and quantities. Award will be made based on fair and reasonableness of price and performance. RFP's issued in this method for task orders will be subject to rules and regulations of FAR Part 15.8, PRICE NEGOTIATION. (Bids submitted under this procedure are subject to the requirement for competition for subcontracted work.)

f. Upon receipt of notification (RFP/RFB), the Contractor(s) shall respond to the needs of the Government within 2 working days by visiting the proposed work site in the company of the Contracting Officer or his/her authorized representative. Per Section 00800, "TASK ORDER LIMITATIONS", if the Contractor does not wish to provide the services identified at the site visit he must submit an explanation of non-intent, in writing, within 48 hours after the site visit. Explanation of non-intent must be acceptable to the Government. The Government may issue a time-and-material individual task order to the Contractor if it deems the reasons for non-intent are unacceptable; the Contractor may, at his discretion, submit a claim to the Contracting Officer for final decision, but will be required to proceed diligently and expeditiously with the requirements of the task order.

g. The Government may determine the appropriate liquidated damages per task order. (See Section 00700, "LIQUIDATED DAMAGES--CONSTRUCTION.")

h. Task orders will then be issued using a DD Form 1155. Each task order will include the following information:

- (1) Date of the task order.
- (2) Contract number, task order number, and performance period in calendar days.
- (3) Item number and description, quantity and unit prices.
- (4) Task order price, delivery or performance data.
- (5) Accounting and appropriation data.
- (6) Any other pertinent data. (Scope of Work, drawings, etc.)

i. It should be realized by the Contractor that unforeseen circumstances may prohibit the Government from issuing an individual task order even after the receipt of the Contractor's bid/proposal; or after the task order bids have been opened or the task order proposal has been negotiated. If such circumstances arise, the Government is not obligated

to reimburse the Contractor for any costs incurred in the preparation of the task order bid/proposal, site visit for the Contractor/subcontractors and related expenses.

COMMENCEMENT OF MOBILIZATION/WORK

- a. The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual task orders as soon after contract award as practicable. The contractor shall be able to perform site visits, submit cost proposals, and negotiate task orders with the Government ten (10) calendar days after contract award. The Contractor shall be fully operational and capable of immediately starting physical work on any task order within 45 calendar days after contract award.
- b. WITHIN 10 CALENDAR DAYS UPON NOTIFICATION OF AWARD THE CONTRACTOR SHALL: Submit Performance and Payment Bonds to the Contracting Officer (See Section 00700).
- c. WITHIN 5 WORKING DAYS OF ACCEPTANCE OF PERFORMANCE AND PAYMENT BONDS THE CONTRACTOR SHALL: Meet with the Contracting Officer's authorized representative to establish the agenda for the pre-construction conference.
- d. WITHIN 45 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:
 - (1) Have all critical staff members available.
 - (2) Be fully operational and capable of immediately starting physical work on any task orders previously negotiated with the Government and on any required task orders.

AM#0005 PRE-CONSTRUCTION CONFERENCE

- a. Initial Conference. When determined appropriate by the Contracting Officer, before the issuance of the first task order under the contract, a conference will be conducted by the Contracting Officer's Representative to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.
 1. Authority of the Authorized Representative of the Contracting Officer and Organization of Project Office.
 2. Contractor's Safety Program.
 3. Contractor's Environmental Protection Plan.
 - 4. Quality Control Plan.**
 5. Correspondence Procedures.
 6. Contractor's Labor Standard Provisions.
 7. Contractor's Plan of Operations.
 8. Contract Modifications and Administrative Procedures.
 9. Contractor's Job Layout and Storage Area.
 10. Payment Estimate Data and procedures.
 11. Contractor Utilities.
 12. Security Requirements, and other Regulations, if applicable,
 13. Government Furnished Material, if applicable.
 14. Disposition of Salvage Property.
 15. Contractor's Insurance Requirements.
 - b. Individual Task Order Conferences. Conferences will be held on all task orders except those deemed not necessary by the Contracting Officer's Representative.
- NOTE: The Contractor shall submit the plans for items (2), (3) and (4) prior to the Pre-Construction Conference for review prior to the conference. These plans may be approved in or approved with comments at the conference. Construction work will not proceed until after this conference has been held and the plans (2) and (4) have been approved and a valid work order has been received by the Contractor.

DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS

- a. The Contractor shall update the list of his subcontractors monthly and submit the updated list through the ACO/COR by the 10th day of each month. This list should contain all subcontractor deviations

(increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

b. In addition to the above, the contractor shall submit with proposal for each task order a list of subcontractors who will perform work under each task order.

GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

a. If Government property is furnished as part of a task order, it will be identified on the individual task orders. The Government property will be received, loaded and transported from the storage site by the contractor. The contractor shall be required to establish a hand receipt with the appropriate Property Book Officer to receive the supplies as directed by the Contracting Officer.

b. The Contractor assumes the risk and responsibility for the loss or damage to Government-furnished property as defined in FAR 52.245-2.

c. The Contractor shall follow the instructions of the Contracting Officer or his designated representative regarding the disposition of all Government furnished property not consumed in performance of a task order.

RECORD DRAWINGS

a. During the execution of each task order, the contractor shall maintain a detailed record (vector graphics) at the job site of all changes and corrections from layouts shown on the provided drawings or, as appropriate, produce drawings of all work completed. This action is required to update record drawings, to complete a DD Form 1354 (Transfer and Acceptance of Military Real Property).

b. The contractor shall be responsible for providing all contract drawings in the format specified by the Government. Each sheet of the corrected set shall be stamped with the marking "RECORD DRAWINGS AS BUILT." The contractor shall also submit the complete DD Form 1354 to the COR with the record drawings.

c. Prior to final payment for each task order, the contractor shall provide a record drawing as designated by the Contracting Officer. Final as-built drawings shall indicate, in addition to all changes and corrections, the actual location of all subsurface utility lines which were affected or encountered during the work on the task order. The as-built drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run and the location of each change in direction. Valves, splice boxes, material types and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run and type of material shall also be recorded. All information available about installed appurtenances shall be recorded and keyed to the installed location of the drawings.

d. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer or his designated representative as-built prints showing the aforementioned data. Within ten (10) work days of the date set for completion of each task order, the contractor shall submit the final as-built and record drawings to the Contracting Officer or his designated representative for review and approval if required by the Contracting Officer. DD Form 1354 shall be provided to the Contracting Officer or his designated representative for review and approval at this time.

e. Submission of all drawings, tracing, prints, records, and as-built drawings shall be in electronic format if specified by the Contracting Officer or his designated representative.

f. The Contracting Officer will consider that satisfactory progress has not been achieved for specified periods in question where the contractor fails to maintain the required record drawings, DD Form 1354. Ten percent (10%) (or a minimum of \$500.00) of any progress payment to be made will, therefore, be retained by the Government until such drawings and completed forms are current.

SCHEDULING WORK

a. Before commencement of work under a task order, the Contractor shall confer with the Contracting Officer and agree on a sequence of procedures; means of access to premises and building; space for storage of materials, fixtures and equipment (excluding computers); delivery of materials and use of approach; use of corridors, stairways, elevators; means of communications; location of partitions, eating spaces, and restrooms for Contractor's employees,

etc. A pre-construction conference may be scheduled at the discretion of the Contracting Officer or his designated representative.

b. Most work will be performed in occupied areas. Furniture and portable office equipment in the immediate area shall be moved by the Contractor and replaced to its original position. If the work required by the task order will not allow for replacing furniture and portable office equipment in its original location, the contractor shall replace those items in new locations as assigned by the Contracting Officer or his designated representative. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

c. When detours or street closures are required either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at least ten (10) calendar days in advance of the occurrence, describing the circumstances and requesting approval. One lane of traffic shall be maintained at all times unless otherwise approved in writing by the Contracting Officer or authorized representative. The contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each task order at no additional cost to the Government. The final street repair shall be completed within 14 days after the start of any street demolition for utility crossings or other purposes. Any part of the street returned to services prior to final repair shall be maintained smooth with hot-mix cold-lay surface course. Proposed traffic control methods shall comply with the Uniform Traffic Control Device Manual and shall be submitted to the Contracting Officer or his designated representative for final approval.

d. At the end of each working day, the contractor shall notify the Contracting Officer or his representative of the locations of work to be accomplished the following work day via daily inspection logs.

e. Work which requires tapping into existing electrical, sewer, water, storm sewer, air lines, controls, alarms, telephone wires, etc., shall be performed in a manner which causes minimum interference with Government operations.

(1) Where possible, and as directed by the Contracting Officer or his designated representative, interruptions to utility services in other than family housing areas, shall occur during a weekend or during other than regular working hours and shall be coordinated with the Contracting Officer or his designated representative.

(2) When interruption of utility services is required, either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at least fourteen (14) calendar days in advance of the occurrence, describing the circumstances and requesting approval. The contractor shall be required to shut off and restore service unless otherwise directed by the Contracting Officer.

OPERATION AND MAINTENANCE

a. Prior to final acceptance and payment of each Task Order, the Contractor shall submit one (1) complete equipment listing (to include name plate data) and three (3) copies of all operation and maintenance manuals to the Contracting Officer's Representative for all mechanical/electrical systems, electrical controls, etc.

b. Three work days in advance of final acceptance and payment, the contractor shall conduct a training session (one-hour minimum, on site) to brief up to six (6) Government personnel on the operation and maintenance procedures of such systems. The Contractor shall provide three (3) complete tear-down/overhaul/repair manuals and two (2) complete service literature catalogs for the equipment manufacturer's engineered machinery products for the equipment provided, as specified by task order.

ENVIRONMENTAL PROTECTION

a. The contractor shall be responsible for the proper removal, handling, and disposal of all solid, liquid, and gaseous contaminants including lead and freon in accordance with all Federal, state and local regulations and codes in addition to the provisions specified herein.

(1) Freon in existing refrigeration equipment shall be removed by licensed personnel into cylinders and drums approved for recovery in accordance with ARI-88 and Mil Spec BBF-142B. Freon shall not be discharged into the environment. All recovered freon shall be turned in to the Fort Hood Director of Public Works.

(2) Contractor shall discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce their toxicity to an acceptable level.

(3) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

- b. All contaminants, scrap and debris resulting from operations under this contract, shall be removed at the end of each working day and hauled off base to a state approved landfill. The Government will provide a disposal site for Class 1, 2, and 3 lead-based paint contaminated material determined to be hazardous as well as asbestos contaminated materials must be disposed of off-post in an approved landfill. Fluorescent light tubes, mercury containing light ballasts, mercury containing thermostats and oxygen depleting substances must be properly packaged and disposed of at the Fort Hood DRMO in accordance with Section 00800, Salvageable and Repairable Materials.
- c. Burning of Materials and Debris. No materials or debris shall be burned on Government property.
- d. Covered Chutes. All chutes for contaminants, refuse, etc., shall be covered or designed so as to fully confine the material to prevent the dissemination of dust.
- e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Installation Environmental and Natural Resources office prior to start of work.

CONSTRUCTION SITE MAINTENANCE

The Contractor shall store all supplies and equipment at the location designated for the Contractor's Management Office or at a location designated by/coordinated with the Contracting Officer's Representative so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner IAW the Installation/Base regulations. Vehicles shall not be parked on grassy areas.

NOISE CONTROL

The Contractor shall comply with all applicable federal, state, local, and Installation/Base laws, ordinances, and regulations relative to noise control.

GOVERNMENT EQUIPMENT ON THE SITE

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

TRUCKING

The Contractor shall load all trucks in a manner which will relieve the site of loose debris in a manner that will prevent dropping of dust, dirt, and other materials on streets. All vehicles transporting hot-mix mixtures, sand, base course material, surfacing aggregates, or dirt for work performance under this contract and traveling in excess of 35 mph on post area streets or main access roads shall have the materials covered with a tarpaulin canvas or shall be laded a minimum of six (6) inches below the top of the sideboards to avoid spillage materials. The Contractor shall be responsible for cleaning up any materials that fall from trucks and any damage caused by debris falling out/off of trucks.

TOILET FACILITIES

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. Contractor personnel shall ensure facility cleanliness is maintained at all times. On those sites where no toilet facilities are available, the Contractor shall provide portable chemical latrines. The cost of these toilets will be negotiated on task orders.

ELEVATORS

- a. Any temporary use of an existing elevator shall be by arrangement with the custodian and subject to his controls. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of the elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.
- b. The Government will bear the cost of electrical current for the operation of the elevator. Upon completion of work, the Contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

SAFETY AND HEALTH

- a. This section is applicable to all work covered by this contract.
- b. The publications listed in Section 00900 are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- c. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead based paint, but may include others.
- d. Asbestos
 - (1) Asbestos containing material (ACM) demolition may be required under this contract.
 - (2) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
 - (3) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.
 - (4) Care shall be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1002 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that shall be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
 - (5) Use of friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to ensure that the use of friable asbestos-containing materials is not specified.
 - (6) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material shall be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.
- e. Lead-Base Paint: The contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer's Representative before starting work. Lead-based paint removal and disposal may be required under this contract.

SAFETY ASSURANCE

a. Pre-construction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer and/or his representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract.

(1) This meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer, and/or his/her designated representative. The conduct of this meeting is not contingent upon a general pre-construction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards.

(2) The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.

b. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with Department of Labor, OSHA requirements found in 29 CFR 1910 and 29 CFR 1926, project identified national standards, military manuals, instructions, pamphlets, standards and handbooks, and with USACE Safety Manual EM 385-1-1. All work shall comply with latest revisions of Federal, State and local regulations in force at time of task order award.

c. Work involving the disturbance or dismantling of asbestos, asbestos-containing materials or lead based paint; the demolition of structures containing asbestos or lead based paint; and/or the disposal and removal of asbestos or lead based paint, shall be reported to the Contracting Officer before starting work.

d. Contractor Responsibility:

(1) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall not hold the Government liable for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

(2) The Contractor shall furnish to the Contracting Officer's Representative a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade. The hazard analysis shall be updated/submitted to the Contracting Officer's Representative on an ongoing basis as required prior to start of new work. The accident prevention plan/hazard analysis documentation shall be forwarded to the Contracting Officer's Representative's Installation Occupational Safety and Health Office, for approval prior to start of contractual operations.

(3) All temporary construction electrical systems shall be equipped with ground fault circuit interrupter (GFCI) protection.

(4) Contractor shall have a hearing conservation program in force when the noise level is 85dBA or greater for Contractor/Government personnel.

(5) Contractor shall have a hazardous communication (HAZCOM) program in force and have his personnel trained in the HAZCOM program. Contractor shall maintain up-to-date material safety data sheet (MSDS) files on site in addition to having on site a written copy of the firm's HAZCOM program.

(6) The contractor shall report any accidents and injuries occurring on the Installation/Base to the Contracting Officer within 24 hours. Emergencies, deaths, and major accidents shall be reported to telephone number 911 and the Contracting Officer immediately.

e. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order.

f. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items (such as hard hats, breathing apparatus, traffic barriers, etc.) used by the Contractor in the execution of work shall comply with the applicable regulations. Materials and equipment shall be provided at no additional cost to the Government.

g. All companies who conduct business within the state of Texas must, in accordance with Texas Workman Compensation laws (Texas House Bill 62), have an approved company safety policy and an Accident Prevention Plan.

The plan, approved by the Texas Workman Compensation Commission (TWCC), shall be submitted For Information Only (FIO) in accordance with Section 01300, SUBMITTAL PROCEDURES. In addition to meeting the TWCC requirements; the plan must also include the requirements of USACE Safety Manual EM 385-1-1.

- h. All holes/pits/trenches/manway openings, etc., that are to be left open shall be surrounded with a 48 inch high mesh fence with highly visible orange plastic coating. The fence shall be so anchored as to prevent sagging and located a minimum of 3 feet from the opening so as to prevent an individual, should he fall across the fencing, from falling into the opening. Holes shall also be covered, when not being worked in, with three quarter inch plywood or a metal grating that will prevent small children from entering the hole.
- i. Confined Space Entry, reference 29 CFR 1910.146 and all OSHA standards apply to this contract. The Installation/Base Safety Office shall be contacted for any required permits.
- j. Radiation Permits and Authorizations: Contractors contemplating the use of devices containing radioactive materials (i.e., soil moisture/density probes) or non-ionizing radiation producing equipment (radio frequency radiation transmitters or lasers) while performing work on this contract shall obtain written authorization/permit from the Installation/Base Radiological Protection Officer (RPO). To obtain the required authorization/permit, contact the RPO. A 45-day lead time shall be anticipated. Without the proper authorization, contractors will not be allowed to bring these devices on base.

HAZARDOUS MATERIALS

The Contractor shall provide the Directorate of Public Works (DPW)/Base Civil Engineer (BCW) Environmental Office a list of all hazardous materials, storage, and disposal methods for the wastes generated to the Environmental Office for review and approval prior to use of the materials. The Contractor shall submit spill prevention and contingency plans to the Environmental Office for review and approval prior to start of work. Any costs associated with spill clean up shall be borne by the Contractor.

PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS

The Contractor shall be required to obtain historical and archeological clearance from the Environmental Office prior to conducting any disturbing action in areas where historical and archeological resources exist. This shall include all areas except improved roads, grounds and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor. All construction or alteration work performed on or near historical structures shall comply with the Installation/Base programmatic agreement with there State Historic Preservation Office. Contractor shall provide info and prepare draft applications for Environmental Office submitted to state agencies.

CONTRACTOR STAFF

- a. The contractor shall be accountable to the Government for conduct of contractor employees and representatives. These individuals shall be subject to the same rules of conduct on the military installation (and at any installation under its cognizance) which apply to Government civilian employees. The Government reserves the right to refuse access to any contractor employee if the Contracting Officer determines such action to be in the best interest of the Government.
- b. The contractor shall designate a responsible project management official of the company to represent him in all matters pertaining to work under this contract. That individual shall be available to the Contracting Officer at all times during regular working hours.
- c. The contractor shall employ a competent English-speaking superintendent at the Installation/Base at all times when work is being performed. The superintendent shall devote his/her time exclusively to supervision of work in progress under this contract.
- d. The contractor shall select well-qualified employees to perform work under each task order, provide a qualified English-speaking supervisor to direct work at each work site, and keep employees informed of all improvements, changes, and methods of operations.
- e. When removal of a contractor employee or representative from a facility of the installation or other Government property, becomes necessary due solely to the individual's misconduct or a security violation, the contractor shall take prompt, appropriate action to remove that individual from his staff.

GOVERNMENT-FURNISHED UTILITIES

a. The Government will furnish to the Contractor from existing Government facilities and without cost to the Contractor, water, gas, and electrical power supply as set forth below. Contractor shall be "energy conscious" in the use of these Government-Furnished Utilities.

b. Water:

(1) The Government shall furnish from existing Government facilities and without cost to the Contractor, an adequate supply of water necessary for performance under this contract. The Government will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. Contractor shall determine the extent to which existing Government water supply source is adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the water supply source available shall be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer or Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories shall be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Contracting Officer or Contracting Officer's Representative as provided above.

c. Electricity:

(1) The Government shall furnish at existing Government facilities and without cost to the Contractor, all electrical power necessary for performance under this contract; provided, the Government will in no case furnish or install any electrical facility or accessory for the purpose of implementing the availability of electrical power for the purpose of this contract. The Contractor shall determine the extent to which existing Government electrical facilities are adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the electrical power available shall be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer or Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract or task order the removal of all taps, connections and accessories shall be accomplished by and at the expense of the Contractor so as to leave the electrical power or facility in its original condition. Such removal shall also be subject to the direction and approval of the Contracting Officer or Contracting Officer's Representative as provided above.

d. Telephone Services: Contractor shall obtain telephone service at no cost to the Government.

e. Interruption of Utilities Service: All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Contracting Officer's Representative when the utility outage will be of a very limited nature (e.g., within a few rooms of a building). If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists, or if such a disruption does occur, the Contractor shall notify the Contracting Officer's Representative at the earliest practical time, and in no case later than two hours following the occurrence.

f. Excavation and Utility Clearance: (See Section 00800, AVAILABILITY AND USE OF UTILITY SERVICES)

ADP SUPPORT REQUIREMENTS

a. The Contractor shall be responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the Government computer systems and networks.

b. The contractor shall be responsible, at his own expense, for obtaining his own automation system consisting of at least two (2) IBM compatible computers. Ownership of this system shall remain with the contractor. Each computer shall be fully capable of running MICROSOFT Windows 2000 operating system and that operating system shall be installed and fully operational upon issuance of notice to proceed for the initial task order issued

under this contract. Each computer to be utilized for completion of work under this contract must support network connections via twisted pair cables and appropriate network cards.

c. In addition to other software systems as specified by the Contracting Officer, the contractor's systems shall be fully capable of running the following software applications and upgrades, as they are implemented by the Government, to provide complete compatibility with Government systems.

MICROSOFT PRODUCTS

Word 2000
Access 2000
Powerpoint 2000
Excel 2000

INTERGRAPH/BENTLEY PRODUCTS

Microstation V
MGE

d. Access to the software will be provided via the network to provide assured compatibility between the Contractor and the Government. However, the Contractor is responsible for insuring administrative work to be accomplished under this contract can be accomplished via contractor-furnished software and that contractor-furnished software and that contractor activities can function appropriately for short periods of time without network support. Technical assistance can be arranged through the Contracting Officer with the Government systems support team on a reimbursable basis.

e. Printed communications which can be digitized will primarily be transferred via a local area network (LAN) between the Contracting Officer's Authorized Representative (COR) and Directorate of Public Works (DPW) technical inspection staff. Digitized as-built drawings and backup information can be transferred via 8mm tape cassettes or floppy disks (either 5 1/4" double density or 3 1/2" high density) if the network is not available or if the COR or DPW is not able to accept the data via the LAN.

f. The contractor shall provide its own printer capability for both letter quality text and graphics with at least 300 dpi resolution or better. Capabilities shall support all required reports, forms, and diagrams specified in the contract or as specified by the Contracting Officer or his representative.

g. The Contractor shall provide all required equipment for cabling and hookup of Contractor computer systems to include connection to the Government-furnished LAN.

FIRE PREVENTION AND PROTECTION

a. The Contractor shall comply with all fire prevention measures as set forth by the National Fire Protection Association; other recognized fire prevention agencies; and installation/base regulations (which can be obtained from the Installation/Base Fire Department). Each construction site shall be inspected with a frequency necessary to ensure understanding and compliance on the part of the Contractor with all applicable provisions of the Fire Regulation. Combustible trash shall not be destroyed by open fire at the construction site but shall be removed off post. Approved types of portable fire extinguishers shall be furnished and installed at each construction site by the Contractor. Information concerning approved types is available at the Installation/Base Fire Department. The Contractor shall obtain permits for any hot work (welding, etc.) from the Fire Department before commencing work.

b. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

CONTRACT VALUE

a. GUARANTEED MINIMUM

1. Base Period: The cost for all contracts combined (contingent upon the award of four contracts – three unrestricted and one 8(a) competitive) awarded under this RFP is \$400,000.00. (2% of the estimated not-to-exceed amount, but no less than \$100,000.00 for each contract.)

2. Option Period I, II, III, and IV: The anticipated cost for all combined active contracts is \$180,000.00 per option period (1% of the estimated not-to-exceed amount for each active contract).

b. ESTIMATED NOT-TO-EXCEED (NTE) AMOUNT

1. The estimated NTE amount for all awarded/active contracts combined is \$18,000,000.00 for each contract period.

2. The total NTE amount over the life of all combined awarded/active contracts will not exceed \$90,000,000.00.

If the Government determines that there are not four qualified/responsive/responsible offerors, the NTE amount will be equitably adjusted to the qualified/responsive/responsible offerors. This adjustment will be partly based upon the offeror's bonding capacity.

c. If the Government's requirements for the services set forth in this RFP do not result in orders in the amount described in paragraphs a and b, above, the event shall not constitute the basis for an equitable price adjustment under this contract(s).

DELIVERABLES

a. Except as specified or directed otherwise, the contractor shall provide all deliverables, task order work, reports, plans, forms, schedules, etc., to the Contracting Officer promptly within the specified schedules. All plans, schedules, etc., must be reviewed and approved in writing by the Contracting Officer except as specified otherwise herein and as otherwise redelegated by the Contracting Officer.

b. Existing as-built drawings required for each task order shall be provided (if available) to the contractor in hard copy and/or in format compatible with the automated system in service at the Central Texas Area Office (CTAO). Upon completion of each task order, the contractor shall return updated as-builts to the Government in the same format before final payment is made by the Government.

c. The contractor shall submit for Government approval a proposal format similar to the CSI format, with other submittals, using automated and hard copy methods. This format will be reviewed by the Government and must be approved by the Contracting Officer prior to its use on a proposal. Proposals for individual task orders shall include all information necessary to completely describe the project.

SERVICES TO BE PERFORMED

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

Site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast in place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built in cabinetry and furniture, roofing and siding, sheetmetal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting, primary and secondary power systems, asbestos abatement, lead-based paint abatement, and environmental revitalization.

PERMITS AND APPROVALS

a. The contractor shall, at his own expense, obtain all necessary permits, licenses, and approvals as required by Federal, state, local laws, and installation regulations. This includes, but is not limited to, obtaining approvals from the installation/base fire chief, excavation and utility clearance coordination and digging permits from the DPW/BCE, and permits/clearances from the Installation/Base Environmental Management Office.

b. The Government will not be responsible in any way for damage occasioned by fire, theft, accident, or otherwise to the contractor's (or employees') personal belongings, stored supplies, materials, equipment, supplies, or materials.

COMMUNICATIONS EQUIPMENT

The contractor shall provide adequate communications equipment for the performance of this contract. The Project Manager and all Project Engineers shall be accessible to the Contracting Officer around the clock through the use of cellular telephones.

CERTIFICATES OF COMPLIANCE (SUBMITTALS)

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in six (6) copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement.

WORK HOURS

a. Normal working days (except national legal holidays) will be Monday through Friday, 0730-1630 daily. If the contractor desires to work during other periods than the normal working days, additional Government inspection forces may be required. The Contractor shall make his/her request to the Contracting Officer three calendar days in advance of his/her request to the Contracting Officer three (3) calendar days in advance of his/her intention to work during other periods to allow assignment of additional inspection forces. If such forces are reasonably available, the Contracting Officer may authorize the Contractor to perform work during other than normal duty hours/days. No overtime work will be authorized without specific approval and clearance by the Contracting Officer. Any overtime work not required by the contract or task orders shall be accomplished by the contractor at no additional cost to the Government.

b. The Government will determine if a problem is an emergency, urgent, or routine. The Contractor shall comply with the following response times after being notified that a problem exists:

Emergency - 2 hours (around the clock)

Urgent - 1 work day

Routine - 5 work days

c. The Contractor employees shall not normally be expected to work during Federal holidays. The Government will not pay for services performed on these holidays unless the Contracting Officer's approval has been received in advance of the holiday. The Contractor shall observe the same federal holidays observed by the Government:

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

other holidays as designated by Executive Order or Public Law

DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL

The Contractor shall obtain prior written approval from the Contracting Officer before making any changes in his proposed management staff set forth in his technical proposal.

TASK ORDER LIMITATIONS

(a) Minimum order. \$2,500.00.

(b) Maximum order.

(1) A single Task Order – the estimated total NTE amount of current contract period.

(1) A series of task orders of that exceeds the estimated total NTE amount of the current contract period, outstanding at any given time.

(2) A series of task orders issued within five (5) working days in excess of \$10,000,000.00.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any orders exceeding the limitations in paragraph (b), unless those orders are returned to the ordering office within 72 hours after issuance, with written notice stating the Contractor's intent not to accomplish the stated work and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. The Contractor may, however, accept orders exceeding the maximum amounts specified in subparagraph (b) above.

WORK COORDINATION FOR FAMILY HOUSING PROJECTS

a. Seven (7) calendar days before starting any work in a housing area, the Contractor shall leave a typewritten flier at each affected quarters describing the work and dates of work performance. The flier will have the approval of the Contracting Officer's Representative before distribution. If the scheduled start of work is delayed for some reason, the Contractor shall provide the affected quarters' occupants a new start date. The Contracting Officer's Representative may waive the flier requirement for time critical or emergency work.

b. The Contractor shall coordinate all work on occupied family housing quarters with the affected occupants. The Contractor shall obtain permission from the occupant before entering any housing unit. The Government will not provide access to occupied housing units; therefore, the Contractor shall anticipate and plan for delays resulting from absent occupants.

c. The Contractor shall coordinate with the Contracting Officer's Representative on obtaining a lock box key to permit access to vacant family quarters, as required.

d. During all work in family housing areas, the Contractor shall minimize disturbance to family housing occupants.

e. When working on occupied family housing quarters, the Contractor shall maintain a neat work area. The Contractor shall stack and arrange on-site materials, equipment, etc. in an orderly manner just prior to departure of Contractor personnel at the end of each workday.

f. The Contractor shall plan work to avoid leaving any structural opening resulting from contract work exposed to the environment, or shall provide temporary measures to prevent any damages therefrom. Under no circumstances shall occupied family housing quarters be left unsecured overnight due to contract work.

g. Field offices, storage facilities or staging areas are not permitted in the Military Family Housing area. Contractor operated/owned vehicles, equipment, tools, toilet facilities as well as building materials, waste, rubbish or construction debris shall not remain on site overnight in the Military Family Housing area. All Contractor operated/owned vehicles, equipment, tools, etc., shall be stored as prescribed in Section 00800, "CONSTRUCTION SITE MAINTENANCE." Applicable traffic control signage where required by the contract may remain overnight in the Military Family Housing area.

SALVAGEABLE AND REPAIRABLE MATERIALS

a. Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable, and equipment designated on the drawings or specifications, shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

b. Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

c. Material and equipment not identified to be removed and turned in to the Contracting Officer will become the property of the contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

d. Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory, and Contractor shall be accountable for this property as indicated above. This joint inventory shall in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract. Identified materials shall be delivered as directed by the task order.

AM#0005 CONSTRUCTION SCHEDULES

- a. For each task order the Contractor shall be required to prepare and submit to the Contracting Officer a practicable schedule as outlined in Section 00700, "SCHEDULES FOR CONSTRUCTION CONTRACTS", Section **01320**, "PROJECT SCHEDULES (NETWORK ANALYSIS SYSTEM)" and Section **01321**, PROGRESS SCHEDULE (BAR CHART)." Schedules shall be in bar chart format as described in Section **01320**, unless otherwise specified in the task order. Cost for preparing bar charts shall be considered part of the Contractor's labor rates and shall not be separately costed.
- b. Critical Path Method (CPM) format schedules, when required shall be provided as described in Section **01320**. Costs for preparing and updating CPM shall be included in the task order.
- c. The Contractor shall utilize a computer software program to generate his/her construction schedule. Software program shall include all requirements for "Schedule for Construction Contracts" FAR 52.236-15.

PROBLEM REPORTING

The Contractor shall report to the Contracting Officer Representative (COR) all construction problems or design deficiencies encountered during construction. Report shall include recommended solutions or alternatives. The reporting shall be done on a form provided by the Contractor. This shall be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title is acceptable to the COR.

CONSTRUCTION DRAWINGS

The contractor shall submit all drawings on disk and/or in hard copy, as required in each task order.

COMPLETION OF TASK ORDERS

- a. Performance time will be negotiated for each task order considering that all task orders issued will be accomplished and performed concurrently. All payrolls must be submitted to finalize task orders. The contractor shall provide a bar chart schedule, unless otherwise specified, with each proposal which will be revised and resubmitted based upon the negotiated completion date. The bar chart shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phased completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.
- b. The following requirements pertain to timely completion of task orders. The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptables, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.
- c. The Contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resorting to other task orders and without resorting to other actions which result in additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:
 - (1) Proper crew sizes and equipment.
 - (2) Use of subcontractors.
 - (3) Required phasing.
 - (4) Concrete curing.
 - (5) Government delay of access to work site.
 - (6) Testing and evaluation of work site conditions which require extra days.
 - (7) Documented unavailability of materials or equipment.
 - (8) Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements.
 - (9) Extensive coordination required for use of utilities and digging permits.

(10) Factors beyond the contractor's control which delays work.

(11) The need to negotiate a completion time which would appear sooner than normal based on priority and criticality work completion.

NOTICE OF COMPLETION OF TASK ORDER

The Contractor shall notify the Contracting Officer upon completion of each individual task order. The contractor shall give a minimum advance notice of two (2) working days of the date the work will be fully completed and ready for final inspection.

COMPLETION INSPECTION

a. Upon completion of all work, or any increment thereof established by a completion time stated elsewhere in the specifications, the contractor's Quality Control (QC) system manager shall conduct a completion inspection of work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list shall be included in the contractor's QC documentation, as required by below and shall include the estimated date by which the deficiencies will be corrected.

b. The contractor's QC system manager or his staff shall conduct a second completion inspection with the COR to ascertain that all deficiencies have been corrected. The completion, inspection, and correction of any deficiencies required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates. The completion inspection and second inspection shall be performed before projects are turned over.

c. Documentation:

(1) Records: The contractor shall maintain current records of quality control operations, activities, and tests performed including the work of suppliers and subcontractors. These records shall be entered on the Daily Construction Quality Control Report and include a description of trades working on the project, numbers of personnel working, weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted along with the corrective actions taken on current and previous deficiencies. The contractor shall provide the report and a copy to the Contracting Officer's Authorized Representative (COR). The contractor shall retain a second copy in the contractor's files. These records shall also include factual evidence that require activities or tests to have been performed. This shall consist of, but not be limited to, the following:

- (a) Type and number of control activities and tests involved.
- (b) Results of control activities or tests.
- (c) Nature of defects, cause for rejections, etc.
- (d) Proposed remedial actions.
- (e) Corrective actions taken.

(2) Contents: Quality control records shall cover both conforming and defective or deficient features and shall include a statement that supplies and material incorporated in the work have been inspected and comply with the contract. Two legible copies of these records shall be furnished to the Contracting Officer daily.

d. Notification of Compliance: The Contracting Officer will notify the contractor of any noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, take immediate corrective action. Any such notification delivered to the contractor or the contractor's representative at the work site shall be deemed sufficient for the purpose of official notification. If the contractor fails or refuses to comply with the request action promptly, the Contracting Officer may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No portion of work time lost as a result of any stop work order shall be made the subject of a claim for extension of time or excess costs or damages by the contractor.

MATERIAL APPROVAL SUBMITTALS

a. Material submittal requirements will be determined during negotiations of individual task orders. Submittals accomplished IAW the clause "Materials and Workmanship" shall be submitted in four copies unless otherwise specified. Submittals applicable to the entire contract shall be approved by the Contracting Officer prior to start of work on any task order.

- b. Certificates which demonstrate proof of compliance of materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the contractor, the project name, location, and the quality and dates of laboratory tests.
- c. Where task orders require reports to be submitted with certification, the reports shall contain the name and address of the testing laboratory and the dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material that complies with the task order's plans and specifications if, after tests are performed on selected samples, the material is found not to meet the specific requirements.
- d. Required tests shall be ordered as required per task order. Where testing samples fail to meet specification requirements, the materials represented by the sample shall be replaced with materials which do meet the specifications. All retesting costs shall be borne by the contractor. Samples shall be clearly identified. The Government reserves the right to sample and test materials for compliance with appropriate specifications. (See Contractor Quality Control System.)

SPORADIC WORKLOAD

The Government's workload (Task Orders issued under this contract) will often be sporadic in nature. Bursts of projects will be given to the Contractor at one time followed by periods (possibly several days, weeks, or months at a time) where no work will be given to the Contractor at all, followed by yet another burst of work. Contractor shall have the management, technical and financial capability to continuously meet the Government's requirements, as stated in this RFP, throughout the sporadic workload periods whenever they occur during the life of the contract. Normally, the Government's heaviest procurement workload is during the 4th quarter of the fiscal year (JULY, AUGUST, & SEPTEMBER).

AM#0005 FIRM-FIXED PRICE (FFP) TASK ORDER

- a. A firm-fixed price (FFP) task order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the task order, **except where unit price line items are used in a firm fixed priced task order, which are subject to actual work in place adjustments.**
- b. The Contractor shall review the scopes of work for completeness/biddability and then provide a proposal for the work. When there exists the need for architect-engineer services associated with the construction, the contractor will develop a work plan as specified by the Government to cover the engineering requirements as well as prepare one proposal to cover the costs of development of the work and the follow-on construction effort. In either case, when preparing the proposal, the contract bid schedule line item disciplines will be used to price labor hours to be performed by the Prime Contractor, with only hours being negotiated. For work that the Prime Contractor intends to subcontract out, competition must be obtained **(as detailed in Data Item Description FRP0008, Price Proposal)** and the most fair and reasonable prices reflected in the Contractor's proposal. The Government shall evaluate the proposal, assures competition is present and sufficient, when required; determines price reasonableness; negotiates with the Contractor, if necessary; and issues the FFP task order.

UNDEFINITIZED TASK ORDER (UTO)

- (a) The issuance of UTO's as undefinitized actions will be the exception, rather than the rule, under this contract. A UTO may be issued by the Contracting Officer when work must commence almost immediately and there is insufficient time to fully definitize the price. In these cases, the Government will have, as a minimum, a Scope of Work and an Independent Government Estimate completed. (Otherwise, the action falls under the definition of an Undefinitized Contract Action (UCA) for which the district has no authority to issue without prior approval by higher headquarters.) Task Orders will be issued with a not-to-exceed amount which reflects the most accurate estimate of the work.
- (b) For any UTO, the Government will usually obtain a price proposal from the Contractor prior to issuing the task order. In this way, the IGE can be compared with the proposal and a most realistic not-to-exceed limit can be established for obligation under the task order. As in the firm-fixed-price task orders, the contract bid schedule line

item disciplines will be used to price labor hours for work to be performed by the prime contractor, with only hours being negotiated. For work that the prime intends to subcontract out, competition shall be obtained and the most fair and reasonable prices reflected in the contractor's proposal. The Government will then evaluate the proposal, assure competition is present and sufficient (when required), determine price reasonableness, negotiate with the contractor if necessary, and take action to issue a modification to the task order to definitize the action. Government will ensure that adequate funds exist prior to issuing the definitization mod.

(c) In those cases where the task order must be issued without the contractor's proposal, the following limitations will apply:

(1) Contractor's proposal shall be submitted to the Government within 30 calendar days after the issuance of the task order by the Contracting Officer; if it is not, Contracting Officer will take action to terminate the task order.

(2) Contractor shall not perform work beyond 50% of the not-to-exceed obligation without having submitted a qualifying proposal to the Government.

(3) The Government may increase the 50% performance limitation stated above in paragraph (c)(2) to 75% when the Contractor submits a qualifying proposal; this increase will be accomplished via a modification (signed by the Contracting Officer) to the task order.

(4) All task orders issued as UTO's shall/will be definitized within 90 calendar days after receipt of the contractor's proposal; any extension of this time must be approved by the Contracting Officer in writing prior to the 90th day; the

Area Office will submit the justification for the extension to the Contracting Officer for approval.

FAILURE TO ADHERE TO THESE TIME CONSTRAINTS WILL RESULT IN THE CONTRACTING OFFICER'S TAKING ACTION TO TERMINATE THE TASK ORDER

AM#0005 BONDS

(a) Bonds listed below are required when the bid amount exceeds \$25,000. The name and business address of the surety shown on the executed bond forms submitted in response to this solicitation must be the same as the name and business address listed for the surety in Department of Treasury Circular 570. Any offeror required to furnish a bond has an option to furnish such bond in the form of a firm commitment with good and sufficient surety or sureties acceptable to the Government, such as Standard Form 24 (for Bid Bond); Standard Form 25 (for Performance Bond); Standard Form 25-A (for Payment Bond); postal money order, certified check, cashier's check, bank draft, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

(b) Bid Bonds (Original Bid Bonds, with signatures, must be submitted at the time the price proposal is due). Each offeror shall submit with his offer a Bid Bond on Standard Form 24 with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Section 00700, BID GUARANTEE, in the amount of guarantee minimum

(c) Performance and Payment Bond. Within ten (10) days after notification of award of the contract, the contractor shall execute and furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government, namely a performance bond and a payment bond. (Standard Form 25, Performance Bond, and Standard Form 25-A, Payment Bond, are included in Section 00500.) Any bonds furnished shall be furnished by the Contractor to the Government prior to commencement of contract performance. The penal sums of such bonds will be as follows:

(1) Initial Performance Bonds. The penal sum of the performance bond shall equal the amount specified in the Bid Schedule under the CLIN for "Initial Bonding."

(2) Additional Performance Bonds. As allowed by Section 00700, ADDITIONAL BOND SECURITY, additional Performance Bonds will be requested by the Contracting Officer in increments as addressed with the Bid Schedule under the CLIN for "Additional Bonding."

(3) Initial Payment Bonds. The penal sum of the payment bond shall equal the amount specified in the Bid Schedule under the CLIN for "Initial Bonding."

(4) Additional Payment Bonds. As allowed by Section 00700, ADDITIONAL BOND SECURITY, additional Payment Bonds will be requested by the Contracting Officer in increments as addressed within the Bid Schedule under CLIN for "Additional Bonding."

NOTE: It is the intent of the Government to have all task orders fully bonded. The Government will award the initial bonding specified in the bid schedule at time of award. When the initial bonding has expired, the Government will use the “Additional Bonding” CLIN as specified in the Bidding Schedule to obtain additional bonding.

(d) Notwithstanding contract clause Section 00700, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACT, paragraph (g), the Government will not reimburse the Contractor initially for the amount of premiums paid for the Performance and Payment Bonds. This payment will be made upon the issuance of task orders equaling the penal sum of the outstanding bonds. This payment will not exceed the lower of either the offered price for Performance and Payment Bonds or the actual amount paid to the Surety.

FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE OFFER AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS PROVIDED IN THIS RFP FOR LATE BIDS. FACSIMILE/ELECTRONIC BONDS ARE NOT ACCEPTABLE.

END OF SECTION 00800